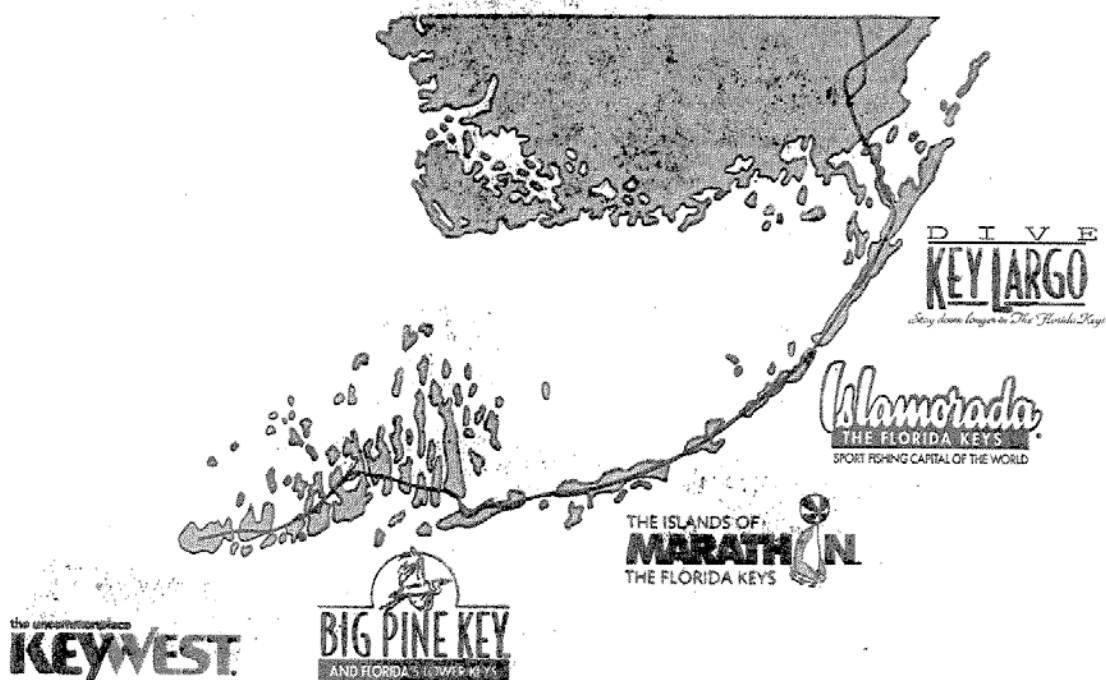


MONROE COUNTY TOURIST DEVELOPMENT COUNCIL'S

# OPERATIONS MANUAL



BY  
The Staff of the  
Monroe County Tourist Development Council

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# **TOURIST DEVELOPMENT COUNCIL**

## **MEMBERS**

*Tourist Development Council Members*  
*>> Continued*

**MONROE COUNTY**  
**TOURIST DEVELOPMENT COUNCIL**

The Monroe County Tourist Development Council (MCTDC, TDC or the Council) is a public body, created by referendum of the electors. Monroe County is one of 42 Florida counties whose people elected to have a Tourist Development Council (TDC); a joining of private and public sector effort to assist in development of a tourism economy.

The MCTDC is an advisory board to the Board of County Commissioners (F.S. 125.0104(4e)), which appoints its nine members. Six of the Council's nine members must represent the five TDC taxing districts and be actively engaged in tourism marketing through ownership or managerial operation of a tourism-dependent business. The Mayor of Monroe County, or his/her designee and two other elected municipal officials fill the remaining three seats to represent the interests of the public sector. (See Resolution No. 258-1993)(Section I, Page 4)

By statute, the MCTDC shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and shall continuously review expenditures of revenues from the tourist development trust fund. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. All expenditures recommended by the MCTDC come from the levy of a tourism tax (three percent) on the cost of short-term lodging (six months or less). This tax is paid, almost entirely, by those who visit the county to vacation or do business, rather than by residents. All recommended expenditures must be approved by the Board of County Commissioners, first as acceptable budget items, and again, for payment by the County Finance Office after the expenditure is made, and an invoice(s) is submitted.

The composition, membership qualifications, responsibilities and duties of all TDC's are defined by Florida Statute 125.0104 (see Section VII, Pages 1 - 12). The MCTDC is further governed by Monroe County Ordinances 015-1988 and 017-1988 (see Section VII, Pages 15 - 30).

When a member of a local board, is required to abstain pursuant to s112.3143(3), F.S., the local board member is disqualified from voting and may not be counted for purposes of determining a quorum. (See pg. 47 of the 1994 Government-in-the-Sunshine Manual)

**Resolution No. 258 - 1993**

**A RESOLUTION PROVIDING PROCEDURE FOR THE SELECTION  
OF TOURIST DEVELOPMENT COUNCIL MEMBERS**

WHEREAS, Florida Statute 125.0104(4)(e) provides that the Tourist Development Council shall be composed of nine (9) members who shall be appointed by the Board of County Commissioners, and

WHEREAS, Monroe County Code Section 2-299 provides that the Tourist Development Council members shall be appointed by the governing board of Monroe County, and

WHEREAS, Section 2-299 of the Monroe County Code further requires that in addition to the statutory requirements, the members of the Tourist Development Council represent each tax collection district of the five (5) tax collection districts in the County and further require that one (1) of the members of the Tourist Development Council be engaged in the accommodation industry within the City of Key West, and

WHEREAS, the above requirements are in addition to the statutory requirements contained in the Florida Statutes, and

WHEREAS, the Board has in the past acquiesced in the nominee selected by each of the Commissioners who reside in the particular tax districts, and

WHEREAS, this has in the past generated certain confusion as to who has the right to select, and

WHEREAS, it is clear from the language of both the ordinance above-referenced and the statute that the Monroe County Commission shall be the entity that has the power to appoint, and

WHEREAS, the Commission desires that a written policy be established with respect to the selection of Tourist Development Council members, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that three (3) of the officials are essentially selected by the statute in that one is the Chairman of the Board of County Commissioners and two (2) are representatives of municipalities located with the County, one (1) of which is the most populous municipality, these nominations shall be and remain the nominations of the Board of County Commissioners.

BE IT FURTHER RESOLVED that of the remaining six (6) nominations, one (1) nominee shall be selected by each of the several Commissioners and the Mayor shall have the right to select a second nominee in his capacity as Mayor. These six (6) nominations shall satisfy the statutory requirements with respect to occupation as well as the ordinance requirement with respect to geographic locale, and shall be the Board's appointees to the Tourist Development Council.

PASSED AND ADOPTED by the Board of Count Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 6th day of July, 1993.

Mayor London	<u>Yes</u>
Mayor Pro Tem Cheal	<u>Yes</u>
Commissioner Harvey	<u>Yes</u>
Commissioner Freeman	<u>Yes</u>
Commissioner Reich	<u>Yes</u>

**Resolution No. 050-1996**

**AN ORDINANCE AMENDING SECTION 2-299-(B)(1), MONROE COUNTY CODE IN ORDER TO CONFORM TO RECENTLY AMENDED STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HERewith; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE**

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

Section I. Section 2-299 (B)(1) shall be amended to read as follows:

The Monroe County Tourist development Council, following the expiration of terms of its members heretofore established and appointed, shall be composed of nine (9) members, Eight (8) members of the board shall be appointed by the governing board of Monroe County based on a percentage of the funds collected throughout the five (5) tax collection districts, as set forth in subsection (G) of this section. Each tax collection district shall have no less than one (1) representative, who is a resident of the district, on the council. The ninth member of the council shall be the chairman of the governing board of Monroe County or any other member of the governing board as designated by the chairman. Two (2) members of the council shall be elected municipal officials, at least one (1) of whom shall be from the most populous municipality in the county. ~~Three (3) members of the council shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax, one (1) of whom shall be engaged in the accommodations industry within the City of Key West.~~ Three (3) Six (6) members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, ~~but who are not~~ of which members, not less than three (3) nor more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county or subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall allow the council to elect a chairman. The chairman shall be elected annually and may be reelected.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. The provision of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. This ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of Florida that this ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 19<sup>th</sup> day of September, 1996.

Commissioner Douglas	<u>Yes</u>
Commissioner Harvey	<u>Yes</u>
Commissioner London	<u>Yes</u>
Commissioner Reich	<u>Yes</u>
Commissioner Freeman	<u>Yes</u>

## **TDC BOARD MEMBERS**

**Mr. Michael Ingram, Chairman** 292-7722  
Key Lime Inn 292-2162 (fax)  
c/o M.B. Ingram Architect & Associates  
604 Whitehead Street  
Key West, FL 33040  
(Appointed by District 3 on 8/16/94. term expires 8/2006)

**Mr. Matt Babich, Treasurer** 296-6577 (w)  
Old Town Resorts/Southernmost Motel 294-8272 (fax)  
1319 Duval Street  
Key West, FL. 33040  
(Appointed by Commissioner Harvey on 10/19/00, replaces Capt. Bill Wickers. Term expires 8/2004)

**Mr. Todd Firm** 451-1177 (w)  
Keys Diver, Inc. 451-6389 (fax)  
99696 Overseas Highway, Unit # 1  
Key Largo, FL 33037  
(Appointed by Commissioner Nelson on 8/20/03. Term expires 8/2007)

**Ms. June Helbling** 743-3344 (w)  
C/O Marine Bank of the Keys 743-3350 (fax)  
4594 Overseas Hwy  
Marathon, FL 33050  
(Appointed by Commissioner George Neugent on 9/20/2000, replaces Mr. Russell Teall. Term expires 9/2004)

**Mayor Murray Nelson** 852-7175  
Dameron Building, Suite 2 852-7162 (fax)  
99198 Overseas Highway  
Key Largo, FL 33037

**Mr. Robert Padron, Vice Chairman** 296-3792  
P.O. Box 921 295-9300 (fax)  
Key West, FL 33041-0921  
(Re-Appointed by BOCC on 10/2001. Term expires 10/2005)

**Commissioner Edwin Scales, III Co-Treasurer** 292-8950  
201 Front Street, Suite 333 296-6629 (fax)  
Key West, FL 33040  
(Appointed by Mayor Nelson 12/03. Term expires 12/2007)



**Ms. Christina Weinhofer**

Sea Boots Outfitters

29975 Overseas Hwy

Big Pine Key, FL 33043

(Re-Appointed by Mayor Spehar on 8/20/03. Term expires 8/2007)

872-9005 (w)

872-0780 (fax)

**Mr. Scott Simmons**

84001 Overseas Highway

Islamorada, FL 33036

(Appointed by Commissioner Rice on 2/18/04. Term expires 2/17/08)

664-2321

664-4330 (fax)

By statute, appointments are four-year terms, except for elected officials, whose terms may be limited by tenure in office and for those who are appointed to fulfill the unexpired term of a member whose seat becomes vacant.

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**TDC Administrative Office**

Monroe County

Tourist Development Council

1201 White St., Suite 102

Key West, FL 33040-3328

(305) 296-1552

Mr. Harold Wheeler, Director

Ms. Lynda M. Stuart, Office Manager

District reference is to that of the BOCC and not the TDC

# **TOURIST DEVELOPMENT COUNCIL**

## **POLICIES AND PROCEDURES**



## **MONROE COUNTY TOURIST DEVELOPMENT COUNCIL** **STANDING RULES**

Regular TDC meetings are held on a Tuesday or Wednesday, on an approximate six week schedule as determined by the TDC at the beginning of their fiscal year. All regular TDC meetings, any special meetings or workshops that may be called are advertised according to law. 02/06/91

Once each quarter the meeting will be dedicated and planned with the agencies of record. The only other items placed on the agenda of agency meetings will be necessary financial business. 02/06/91

The agencies of record may have at least one (1) of their staff attend all TDC meetings.

Regular TDC meetings begin at 10:00 a.m., one (1) hour is taken for lunch, at the discretion of the Chairperson, and meetings terminate at 5:00 p.m. Two thirds vote of council members present is required to extend the meeting beyond 5:00 p.m. 10/25/90 TDC meetings rotate throughout the Keys as determined by the TDC.

Regular meetings are noticed to the media (Key West Citizen, The Keynoter, The Reporter) fifteen (15) days in advance of the meeting. Special Meetings are noticed to the media (Key West Citizen, The Keynoter, The Reporter) five (5) days in advance of the meeting. Emergency meetings (so designated by the Chairperson) are noticed four (4) hours in advance through Public Service Announcement by the appropriate radio stations.

Unless there is a special circumstance determined by the Chairperson, once the schedule has been approved by the TDC it becomes the schedule the TDC shall follow. Except for Bulk Approvals each agenda item will be timed at 15 minutes for discussion. Once the initial 15 minutes expires each TDC member will be allowed an additional two (2) minutes for further comments. If at this time a vote or a decision is not reached, discussion of the subject will terminate.

At agency meetings, the agencies of record will be allowed one (1) hour for their presentation. If a major presentation is to be made and more than one hour is required, the agency must notify the Administrative Office prior to the agenda closing date and must obtain the approval of the TDC chairperson. 02/06/91

A change of meeting date can be made if a scheduled meeting conflicts with a scheduled BOCC meeting date, or if the Office Manager notifies the Chairperson that quorum will not be available for the scheduled meeting. The Chairperson can approve the change with proper advanced notice to the TDC. Any other meeting date changes shall be placed on the agenda of the next schedule meeting. Majority approval is required for the change of date to be implemented. This procedure will also apply to meeting time changes. 01/09/91

Please Note: Dates shown indicate where the TDC meeting policy was approved.

The Monroe County Tourist Development Council operates under Roberts Rules of Order. The rules are strictly observed for the resolution of all disputes and, when necessary for the maintenance of order. Normally, proceedings are conducted with a minimum of formality.

Quorum: Five members of the TDC shall constitute a quorum.

The TDC shall elect it's Chairperson, Vice-Chairperson, and Treasurer at the beginning of the new fiscal year.

The Chairperson of the TDC shall serve as the presiding officer and conduct the business of the TDC.

Responsibilities of the Chairperson: The Director reports directly to the Chairperson and the following are the responsibilities of the Chairperson:

1. Presides at and conducts all TDC meetings.
2. Appoints Committee Chairperson and sub-committees if required.
3. Attends BOCC meetings representing the TDC.
4. Spokesman on behalf of the TDC to the media unless the Chairperson delegates this responsibility on an individual basis.
5. Reviews and approves meeting agendas prior to packet distribution.
6. Approves TDC items, other than expenditures and budget resolutions, to be placed on the BOCC agenda.
7. Authorizes changes in meeting dates as per special circumstances outlined in Section II, Page 3.
8. Is responsible for arranging television and radio communications to the public, utilizing TDC members as panelists to report on activities of public interest.
9. Is responsible to the TDC for implementation of policies determined by major vote of the Council.

In the absence of the Chairperson, the Vice-Chairperson shall preside and assume the responsibilities in the Chairperson's absence.

In the absence of both the Chairperson and the Vice-Chairperson, the member in charge of Advertising shall preside.

In the case when all three of the above listed individuals are not present a majority of the quorum shall determine who shall serve as Presiding Officer. 01/09/91

## **TDC POLICIES & PROCEDURES**

**MEETINGS:** All professional agencies to provide a written up date of their activities, with brief explanations of items, as requested by TDC members.

Items requiring TDC approval will be fully explained in writing with the statement "APPROVAL REQUESTED" at the bottom of said request. It shall be fully understood that the professionals are to prepare for quarterly meetings with only emergency items to appear on regular agendas. 03/06/91 If the request requires an increase to a Budget Allocation this shall also be stated. Information supporting requests for TDC approval must be received in the Administrative Office on the agenda deadline date for inclusion in the TDC's agenda packets.

**MEETING AGENDA:** Deadline for TDC meetings is twelve (12) noon Friday, two (2) weeks prior to the meeting. Packets will be mailed by the Wednesday following.

Deadline for add on agenda items is twelve (12) noon Thursday, prior to the meeting. Packets will be mailed on the Friday prior to the meeting.

After the packet has been mailed, further add on items will be presented to the TDC, when called for on the morning of the meeting. It will take the unanimous vote of the TDC for such add ons to be placed on the agenda.

The Chairperson will approve the agenda items. 04/10/91

**MEETING MINUTES:** Draft copy of the minutes will be distributed to the Chairperson one (1) week after the meeting with draft copy of the minutes distributed to the TDC two (2) weeks after the meeting.

TDC to review and if corrections of substance are to be made, they are to notify the Administrative Office so that a review of the tape can be made for clarification. 04/10/91

**BOARD OF COUNTY COMMISSION AGENDA:** All items presented to the BOCC must be approved by the Chairperson, other than TDC Bulk Approvals limited to payment requests, and budget resolutions. The Chairperson will provide the Monroe County Board of County Commissioners with a capsule summary of the TDC minutes to be submitted prior to the BOCC meeting. 04/10/91

**TDC FUNDING PROCEDURE:** All funding from tourist development revenue (hereinafter "TDC funding") shall go through TDC review before being placed on the County Commission agenda.

Procedures:

1. TDC funding is provided through County budget line items for permissible capital projects and maintenance of public beach park and museum facilities, and contracts with the

following: agencies providing administrative, advertising and promotional services, chambers of commerce providing tourist information via telephone and walk-in assistance, entities sponsoring events which provide a forum for advertising and promoting the destination, and government agencies and non-profit organizations executing capital projects which are permissible uses (per Statute & Ordinance) of TDC funding. All of these funding mechanisms require application through either the County budgetary process for County-owned facilities which qualify for maintenance, or the application processes set up for event-funding and capital project funding.

2. All of the mechanisms set forth in #1 require, at the very least, that the funding item be reviewed and recommended by the TDC before being acted upon by the BOCC. In the case of event and capital project funding, the items are initially reviewed and recommended by the appropriate District Advisory Council or Umbrella agency (Fishing or Cultural) before going to the TDC.
3. No funding request shall be acted upon by the BOCC without going through the process designated above. More specific policies and procedures applicable to event and capital project funding are available in the appropriate sections of the TDC Policies & Procedures Manual. No item which has the likely effect, directly or indirectly, of utilizing TDC funding shall be considered except through this process.
4. The Umbrella/DAC/TDC process affords applicants an appeal process. The Umbrella agency or DAC reviews the applications for funding in each annual funding program. The DAC or umbrella agency shall set forth a chart or schedule of the applications received, particular information (such as dates, amounts requested, and other information useful for valuation purposes, and the amount which the agency or DAC recommends the TDC fund). The TDC then will have a listing of all applicants and information about the DAC/umbrella allocations including reduced or zero recommendations. Applicants may appear before the TDC to request reconsideration of the amount by submitting to the TDC by no later than the deadline date for the next TDC meeting agenda a written request to address the TDC for this purpose. The TDC meeting at which funding denials or reductions, as recommended by DAC/Umbrella (advisory body), shall be discussed at the TDC meeting at which the remainder of funding applications will be considered for adoption.
5. Should a funding applicant request that the funding application be considered by the TDC notwithstanding the advisory body's recommendation, the total funding for that district may not be approved by TDC until after the item in question is considered by the TDC.
6. TDC shall render findings of fact to support whatever decision they reach. If funding is approved, the TDC should set the amount and from what source the funding should be derived.
7. For those items initiated by the TDC and require approval by the BOCC, the item shall be moved forward to the BOCC.

Any entity that has been denied funding by the TDC may request that the TDC place the item on the next available BOCC meeting agenda. TDC shall, in submitting the item for the agenda, note its recommendation of denial of the item.

If the BOCC approves an allocation to an item previously denied by the TDC, the BOCC shall specify the amount which the TDC shall allocate. (5/21/03)

**TDC DESIGNATED SPOKESMAN:** The Chairperson is the designated spokesman on behalf of the TDC. If unable to provide the information requested, it is the responsibility of the Chairperson to designate a spokesman other than himself, who may be more informed on the subject matter. In the absence of the Chairperson, questions will be directed to the Vice-Chairperson. 04/10/91 The TDC will continue to expand its availability to public inquiry. 05/15/91 BOCC Individual TDC members may respond to media requests with the understanding that their response is a personal opinion and not that of the full Monroe County Tourist Development Council. 06/12/91

**TDC ADMINISTRATIVE OFFICE:** The Office Manager oversees and administers the TDC's policy, is the clearing house for all data, and is responsible to the Chairperson. 04/10/91

**TDC AGENCIES OF RECORD - RESPONSIBILITIES:** The advertising and public relations firms shall act as the agencies of record of the COUNTY/TDC Bed Tax funds for the preparation and placing of all advertising and public relation services, except as mutually agreed otherwise, and for the performance of related special services as requested by the TDC.

The agencies of record will coordinate with the Administrative Office and make all informational material available to the TDC at large. In consultation with the Chairperson, the Office Manager will decide method of distribution. 04/10/91

The agencies of record will present a quarterly update on agency activities for TDC's review beginning with the August 1992 meeting. 07/01/92

The Administrative Office, at their discretion, will forward TDC's expenditures, contracts and dated correspondence wherein a response is requested within a certain period of time "Registered, Return Receipt Requested." 03/06/91

**MEETING ATTENDANCE:** To insure quorum for all TDC meetings, it is the responsibility of each member of the Tourist Development Council to advise the Administrative Office by phone no later than twenty-four (24) hours prior to a scheduled meeting, if they will not be in attendance at said meeting. 12/16/92

**ABSENTEE POLICY:** Whereas, Sec.2.299 (B) (4) mandates that any member who absences himself from three consecutive regular meetings or four regular meetings during a fiscal year automatically forfeits his position on the TDC, and such absenteeism is extremely generous for a council that has only eight regularly scheduled meetings per fiscal year, the TDC has determined a need to establish a stringent policy as to what constitutes an excuse for absenteeism in order to operate effectively when certain members are unable or unwilling to contribute by showing up for the regularly scheduled meetings. Accordingly, it is the policy of



the Tourist Development Council that only death of a close family member (spouse, child, parent, sibling) no more than one week in advance of the regularly scheduled meeting will constitute a basis for the TDC excusing a member's absence. 06/22/94

**RESOLUTION PROCEDURE:** Upon the approval by the TDC of an allocation of funds which necessitates a transfer of funds from one cost center to another, it shall not be necessary for the Administrative Office to seek approval of the TDC for the resulting Budget Resolution. The Budget Resolution will be presented to the BOCC for final approval. 05/08/91 & 11/06/91

**INTRA-COST CENTER TRANSFER PROCEDURE:** Intra-cost center transfers may be made upon recommendation and approval of the Office Manager and Tourist Development Council Treasurer as needed. No prior approval of the Tourist Development Council Board is required. 11/06/91

Upon award of funding (if within the same cost center), an intra-cost center transfer will be done to establish the line item within the budget. The signature of the Office Manager is required prior to further execution by the Office of Management & Budget and the Finance Office. 11/06/91

If funds are not within the same cost center, a Budget Resolution is necessary. 10/02/91 See Resolution Procedure. (Section II, Page 8)

**CONTINGENCY FUND:** Emergency Action Plan: The Chairperson, upon request of any member of the TDC, shall call a special meeting to address whether or not there is an economic/natural disaster and upon two thirds vote of the TDC would declare that an emergency exists. 9/14/94

In the event that communications are severed between the advertising and public relations agencies of record and the TDC Administrative Office, the agencies shall confer with each other and perform the same type of services as found in the scope of services of their agreements, as the agencies deem to be in the best interest of tourism in the Florida Keys. In consideration of the performance of such services, the County shall pay an amount not to exceed \$150,000.00 to each agency, in excess of the compensation required in their agreements. 12/7/94

**MARKET SHARE POLICY:** The market share shall be adjusted according to the previous fiscal year's bed tax revenue collection percentages, utilizing those percentages as a base for the next year's budget. The Fla-Keys telephone calls allocated to each Chamber, in the next fiscal year, will also be adjusted accordingly. 2/1/95

**"AFTER-THE-FACT" POLICY:** Expenditures made prior to the final approval of all allocations by the TDC/BOCC will not be reimbursed by the Monroe County Tourist Development Council.

**CO-OP POLICY:** Due to limited availability, all co-op is on a first come, first served basis. Space/time reservations are your media insertion order form from your agency, or your check made out in the full amount for the co-op you are participating in. **ONLY** Florida Keys and Key West messages are acceptable in any co-op ad. **Television:** One property, or property group, per thirty-second commercial. There must be a minimum of 5 properties/groups on any media plan. Example: if the media plan calls for 20 commercials, no one property may purchase all 20 commercials. There must be at least five properties, each with no more than 4 commercials per property. **Magazines:** There must be at least two participants for each page. Co-op will be offered in 1/2 page, 1/3 page and listing format. **Newspaper Generic/District:** Whether the co-op is display or listing, there must be at least two participants. All advertising materials must be supplied in accordance with the individual co-op offering. The agency of record will have final creative control. If the agency feels that any co-op participant has sent material detrimental to the destination, it will be rejected and all moneys will be returned. **Rate:** 1. The same rate shall be charged for accommodations and tourist attractions due to the advertising value inherent in materials promoting the beautiful surroundings, lush accommodations, historical, eclectic, or other appeal of the property. 2. Other entities may be charged a higher rate based on the fact that the overhead and direct costs are presumed to differ significantly from those for accommodations and attractions and based on the lower degree of innate value to the promotional material of an entity such as reservation services or other providers of goods and services that are not marketing and presenting the images of the Keys which would be inherent in the accommodations and attractions advertisements. 7/26/95

**TDC FUNDED ACCOMMODATIONS GUIDES:** A property seeking inclusion in any accommodations guides funded by bed tax revenues and provided free of charge by the TDC, shall provide proof of a Florida Division Hotel & Restaurant License and the appropriate city and/or county occupancy license(s) to operate an accommodations' facility. The TDC will notify all properties listed in the current accommodations guide by certified mail of the policy established in this regard and it will be the responsibility of those properties wishing to be listed in the new accommodations guide to provide the appropriate information to the TDC Administrative Office, at their cost and/or means by specified date. 09/14/94

**NOTIFICATION TO INDUSTRY OF SALES & MARKETING OPPORTUNITIES:** The Monroe County Tourist Development Council's Administrative Office shall notify the public of sales & marketing opportunities offering participation to the accommodations and tourist-related industries pursuant to the following guidelines:

- 1) Notice by FAX, telephone or mail to all associations of accommodations, attractions and/or other tourist-related businesses with TDC Administrative Office has listed.
- 2) Notice by FAX, telephone or mail to those entities which remit bed taxes to the County pursuant to F.S. 125.0104 and Monroe County Code 2.297 et al, and which are registered with the County Tax Collector and which might qualify for participation in the particular offering.

- 3) Public Service Announcements (PSA's) relative to the type and date of offering, with directions to contact TDC by phone if interested. The issuance of a PSA does not guarantee that any or all of the media notified will print or announce same.
- 4) Availability of space within sales & marketing opportunities will be allocated on a first come/first served basis upon payment, if applicable, and those entities which remit bed taxes to the County pursuant to F.S. 125.0104 will be given priority status.

The TDC Administrative Office may modify the above procedures as its managerial/professional staff deems appropriate to particular circumstances, including by not limited to, notice to TDC of the opportunity too late to follow the above guidelines. 8/3/94

**NON-DISCRIMINATORY POLICY:** It is a requirement of the TDC that chamber members and non-chamber members be treated on an equal basis when tourist development tax funds are involved. Therefore, a discount to chamber members versus non-members would be discriminatory when the item would be utilized or associated with tourist development tax funds.  
06/12/91

**EVENT PROCEDURES:** The revised Event portion of the Operations Manual, as review and recommended by all five district is hereby approved. 02/09/94

**EVENT FUNDING:** The TDC has established several categories of events that may receive funding as part of the county's tourist development program.

**CULTURAL/FISHING UMBRELLA EVENT FUNDING:** Any event of a fishing or artistic/special/dramatic nature shall apply for funding under the appropriate umbrella organization. Destination and Turn Key events are funded on a request for proposal (RFP) basis, advertised annually by the TDC.

Within the Cultural and Fishing Umbrella events, the monies received by the event coordinator is to be used within the approved acceptable list of TDC expenses without any restriction as to out-of-county advertising. Each Umbrella shall appropriate a minimum of 30% of the funds of the Umbrella for out-of-county advertising and public relations effective October 1, 1994. 70% or the remainder that has not been allocated to advertising/public relations within the Umbrellas shall be allocated by the Umbrella to the applicants and the budget, which is included with the application, will be individually reviewed by the Umbrella, the applicant and the advertising/public relations agencies of record. There cannot be more than a 10% deviation on the approved budget. No amendments will be permitted after this approval process. 9/14/94

Any event receiving funding under the Umbrella organization will not be eligible for further funding under another event category. 08/14/91

**DESTINATION/TURN KEY EVENTS:** Destination and Turn Key Events may utilize up to 10% of their approved budgets for in-county hard media (to include production of brochures/flyers and associated costs) and public relations effective January 1, 1996. 7/26/95

**EVENT COORDINATOR'S RESPONSIBILITY:** It is the responsibility of the Event Coordinator to keep apprised of all Monroe County Tourist Development Council's policies and procedures to pertaining to event funding. 01/22/92

Definitions and procedures for each category of eligible events may be found in the TDC Operations Manual as follows:

- |                     |                         |
|---------------------|-------------------------|
| • Destination Event | Section IV, pages 1-37  |
| • Turn Key Event    | Section IV, pages 1-37  |
| • Fishing Umbrella  | Section IV, pages 38-70 |
| • Cultural Umbrella | Section IV, pages 71-91 |

When proposals are received by the Administrative Office they will be distributed to DAC's (if applicable) and TDC for review and recommendation. The TDC will meet to make their recommendations for funding, and at that time a contract will be entered into by the successful bidders. The BOCC has final approval of all contracts.

Any Request for Proposal (RFP) response, received after the specified deadline as determined within the RFP will not be accepted. TDC 7/21/93 This policy mirrors that of the Board of County Commissioners. BOCC 9/8/93

**TWO-PENNY EVENT POLICY:** No individual applications for event funding will be considered out of the Two Penny Event fund other than the Umbrellas (Cultural, Fishing & Diving). 7/26/95

**CULTURAL/FISHING UMBRELLA GENERAL NON-ALLOCATED POLICY:** The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. This policy is retroactive to October 1, 2000. BOCC 4/19/01.

**10% FUNDING OF BEACH AND BEACH PARK FACILITY POLICY:** Each District shall not exceed 10% funding of beach and beach park facilities based on the district's three-penny bed tax revenue from the previous fiscal year. BOCC 8/16/01.

## **EXAMPLES OF ACCEPTABLE AND NON-ACCEPTABLE EXPENSES**

### **Acceptable**

Newspaper Ads\*  
 Radio Advertising\*  
 Brochures\*  
 Direct Mail Piece \* & Postage  
 Posters\*  
 Street Banners\*  
 Table Tents (Advertising Piece\*)  
 Koozie Cups  
 Ribbons\*\*\*  
 Press Room Telephone Expense under  
     Separate Number  
 Trophies\*\*\*  
 Sanction Fees\*\*  
 Programs as long as they serve as promotional  
     item, i.e. information on the area  
     map and write-ups, should be sent  
     out as a promotional piece  
 Professional Photographer--for specific  
     purposes--each request individually approved  
 TV Ads\*  
 Helicopter rental as required by the agencies  
     of record for TDC  
 Transportation, Lodging & Meals for not-for-  
     profit bands (i.e. representing government,  
     school, universities, etc.)  
 T-shirts, Jackets\*\*\*\*  
 Hats\*\*\*\*  
 Flags\*\*\*\*  
 Programs\*\*\*\*\*  
 Production costs for advertising  
 Public Relations Expenses  
 Internet Advertising  
 TDC Website only

\*All advertising and promotional items must indicate credit to the Florida Keys and Key West.

\*\* **SANCTION FEES:** Per interpretation of the County Attorney's Office. When a sanctioning body concurs, confirms, or ratifies an act or event, it is said to have sanctioned the act or event. The sanctioning body, however, is not the entity that actually produces or sponsors the event. A classic example of sanctioned events are competitions, sporting events, and races. A sporting event - such as a football game, or a competition - such as a power boat race, are produced at the local level. However, for the event to rise to the stature of a national competition it must be sanctioned by an organization, such as the NFL or the American Power Boat Association. The fee that is paid to the sanctioning organization directly enhances the promotability, the stature, and the advertising potential, along with the likelihood that viable national sponsors will aid in the promotion and advertising of the event.

### **Non-Acceptable**

Newsletters  
 Administrative Expenses  
 Office Supplies  
 Utilities  
 Rent  
 Passes and Buttons  
 Security  
 Prize Money  
 Raffle Tickets  
     Concession Items, i.e.,  
     food items to be sold  
 Rental of Equipment  
 Insurance  
     Programs which service in-  
     house only  
 Audition Notices  
 Stationery/Envelopes unless  
     special event  
 Salaries, wages, fees, i.e.,  
     artists' fees, consulta-  
     tions fees, Directors,  
     Secretarial Services, Road  
     Company fees  
 Crane Rentals  
 Hotel Rooms for VIP's  
 Ambulances  
 Prizes for Raffles  
 Construction materials for  
     stages, docks, etc.

**ARTIST FEES:** In contrast to sanction fees what is termed artist fees, road company fees, etc., is compensation of the participants, performers, or producers of the events. Artist fees, road company fees, concert fees, and direct event production costs, unless they are intended primarily to advertise or promote an event, are an improper expenditure of TDC funds under Florida statute.

**TROPHIES:** Framed art work, framed photography, engraved crystal and glass, plaques, trophy, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament date and location). 9/14/94

\*\*\* Trophies and Ribbons must indicate location (i.e., Islamorada, Key Largo, etc.) name and date of event. The list of recipients must be provided for reimbursement. Must be promotional in nature and presented as an award. 01/22/92

This list may not reflect all acceptable or unacceptable items and is applicable only as a guideline. Any questions you may have can be directed to the Administrative Office in writing. 05/08/91

\*\*\*\* **TDC FUNDED ITEMS:** Items funded by the TDC are **NOT** to be sold. 9/14/94

\*\*\*\*\* **PROGRAMS:** Event programs that contain advertising shall be subject to the following funding limitations: (This policy also applies to jackets, hats and flags.)

1. Event sponsors, in submitting documentation to support requests for reimbursement or payment of the costs of the event program, shall provide documentation to establish the amount of contribution of cash or in-kind services provided by the entity advertised.
2. Tourist development tax dollars can only be used to cover the total of the cost of the program minus cash receipts by the event sponsor for advertising paid by co-sponsors.

Where the event sponsor obtains a cash receipt from a local business, association, or person, and the cash donation has been dedicated by donor to be expended for specified goods or services required by the event sponsor for the production of the event, the cash receipt shall not be considered a cash receipt for paid advertising. Event sponsor will have to provide original letters on each donor's letterhead or similar proof that a cash receipt has been committed by the donor for specific goods or service and that the donated amount was in fact paid for those goods or service. To the extent that any donated cash with such specification is remaining after the expenditure for the required goods or services, such amount shall offset the amount which TDC will pay for funding programs. 08/03/94

Policies & Procedures  
>> Continued

**SALE/RESALE OF TDC FUNDED ITEMS:** Items funded, including creative and resultant work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC and as such may not be sold. 09/14/94

**PURCHASE OF ITEMS WITH TDC FUNDS:** Property being defined as fixtures and other tangible personal property of a non-consumable nature purchased with TDC funds, as stated above, is owned by the BOCC/TDC and therefore must be included in the inventory listing of Monroe County and tagged accordingly as required by the Auditor General. (F.S. 274.02)

If the purchase price of the item involved is \$500 or more, this item is defined by the Clerk of the Circuit Court for Monroe County as a 'capital outlay' purchase and must be so noted. Capitalized items must be appropriated as such. Disposal of capitalized items will be governed by county policy. 06/12/91

\* i.e. computers, paintings, VCR's. Recording equipment, postage machines, FAX machines, copiers, etc.

**TDC PURCHASING POLICY:** The Monroe County TDC (also applies to DAC's) follows the purchasing procedures as outlined in the Monroe County Procurement Policies. There are four (4) levels of purchasing as follows:

- Level "A" - Total \$0.01 through \$5,000.00 that does not require price quotes.
- Level "B" - Total \$5,000.01 through \$10,000.00 - requires at least two (2) price quotes.
- Level "C" - Total \$10,000.01 through \$25,000.00 - requires Competitive bids and approval by the TDC/BOCC.
- Level "D" - Purchases \$25,000.01 or greater - requires Competitive bid and approval by the TDC/BOCC.

Full details regarding the Procurement Policies may be obtained from the Administrative Office. BOCC 05/94

All levels of purchase must have TDC approval before purchase.

**FLORIDA KEYS AND KEY WEST LOGO:** The Florida Keys and Key West logo shall appear as follows:

**Black/White Logo:** On all material not using four (4) color processing printing, the Florida Keys and Key West logo shall be featured in black and white (PMS BLACK). 06/12/91

**THE FLORIDA KEYS & KEY WEST**  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
Come as you are®

Policies & Procedures  
>> Continued

The Advertising Agency will provide the logo to be placed in all advertising. If a charitable rate can be obtained, the decision to drop the logo shall be made through the discretion of the agencies, the Office Manager and the event coordinator. 02/06/91

**Logo Usage Guidelines - Events, Cultural, Fishing, Promotional:**

**Events (Generic or District):**

Use on all ads color or b/w.

On all printed material including poster, flyers, banners, brochures etc.

TV - logo must appear at the conclusion of commercial

Radio - no logo. "Brought to you by the Monroe County Tourist Development Council".

**LOGO SIZE:** The Keys logo must be of equal size to the largest logo used.



**Cultural:**

Use on all ads color or b/w.

On all printed material including poster, flyers, banners, brochures etc.

TV - logo must appear at the conclusion of commercial

Radio - no logo. "Brought to you by the Monroe County Tourist Development Council".

**LOGO SIZE:** The Keys logo must be of equal size to the largest logo used.



**Fishing:**

Two logos plus approved sponsor(s) must be used.

An approved sponsor logo list will be sent from the Fishing Umbrella Board

Use on all ads color or b/w.

On all printed material including poster, flyers, banners, brochures etc.

TV - logo must appear at the conclusion of commercial

Radio - no logo. "Brought to you by the Monroe County Tourist Development Council".

Mention sponsors in spot.

Videos - use all logos

Trophies - only use the tournament date & location.

**LOGO SIZE:** Since the Fishing Umbrella has multiple logo usage, the size will be left to the tasteful discretion of the event coordinator.



**Other Promotional Logo Uses:**

Boat Racing Events: logo size and uses to be negotiated as part of contract.

T-shirts: must carry the

"The Florida Keys & Key West" logo. Any other logos are to the discretion of the event coordinator.

Hats, Ribbons Flags: must carry the

"The Florida Keys & Key West" logo.

Jackets: must carry the

"The Florida Keys & Key West" logo.

Programs: must carry the

"The Florida Keys & Key West" logo.





## **MONROE COUNTY TOURIST DEVELOPMENT COUNCIL** **STANDARD MEETING PROCEDURES**

Reading and Approval of Minutes

Bulk Approvals

Treasurer's Report

Reports of Divisions or Agencies:

Budgets

Public Relations

Advertising

Sales & Marketing

Market Research

Administrative

**Industry Input      2:00 p.m. Time Certain**

Event Applications

Unfinished Business

New Business

Business is brought before the TDC by motion.

In the case where the motion is long and complicated it should take the form of a resolution. A resolution should be prepared in advance of the meeting.

Unless contained in a specific report of the TDC's agencies, business may only be brought before a regularly scheduled, duly called, TDC meeting by motion.

Point of Order may be called when a member believes the rules of the TDC are being violated. A Point of Order takes precedence over any pending question out of which it may arise.

**CONFLICT OF INTEREST:** If there is a possible conflict of interest, a TDC member must verbally state same before a vote is taken. Full disclosure must be made in writing within fifteen (15) days on the appropriate form which may be obtained from the County Attorney's office. 02/28/90

**SPECIFIC PROCEDURES:** That no agency of record place any member of the TDC in the position of a possible conflict of interest and that an agency of record contemplating utilization of a Council member's business affiliation for the purpose of conducting TDC directives advise the Administrative Office or the TDC member who may be placed in conflict.

1. All video or film for which TDC funds will be utilized shall be produced and approved under the direction of both agencies of record (Advertising and Public Relations) for the TDC. 03/06/91

2. All advertising that does not go through the agency of record must be brought before the TDC for their approval. 10/25/90
3. The same agency commission be utilized as the agency of record for outside vendors. 9/26/90

**SUSPEND THE RULES:** When the TDC wishes to entertain an item of business without adhering to its usual rules, it can adopt a motion to suspend the rules.

**VOTING:** Unless otherwise stated, a simple majority of those TDC members present and constituting a quorum, shall be necessary for approval of an action.

**STANDING RULES:** It takes a 2/3 vote without notice and a majority vote with notice to amend/rescind standing rules.

**BUDGET:** Each annual budget is prepared and presented to the full Council for review, and adjustment. The total budget is based upon the actual revenues collected in the prior years, with an adjustment factor for indicated growth or loss, plus anticipated balance brought forward, plus interest brought forward, plus any other miscellaneous revenues required to be recognized as income.

The TDC fiscal year coincides with that of the County, i.e., from October through September. The budget approved by the MCTDC is presented to the County Budget Officer on June 1st, each year, for review and transmittal to the Board of County Commissioners (BOCC) for final approval.

Approved expenditures are initialed by the Treasurer of the TDC and processed at the Monroe County Finance Office. The entire approval/payment process may take as long as 30 to 45 days to complete.

At the last regular meeting of the fiscal year, the MCTDC Administrative Office notifies the full Council of any continuing events or projects for which funds were budgeted, but not completed as of the end of the fiscal year. The full Council will consider these projects and, if appropriate, take action to continue assignment of funds budgeted for these projects, into the next fiscal year.

**ALLOCATION OF FUNDS:** Monroe County's Local Option Tourist Development Tax, levied pursuant to Florida Statute 125.0104, totals three percent. The annual budget is based upon projected revenue in actual dollars, and the funds are allocated in accordance with requirements of the statute and county ordinances.

Within the limits set by law, Council members exercise their best judgment regarding the most effective use of TDC revenues in assisting the development of a tourism industry for Monroe County. Recommendations to the Board of County Commissioners represent a consensus of the full Council.

Revenues from the three percent levy are apportioned, by county ordinance, into separate budgets for the first two cents, which is directed toward the generic promotion of Monroe County as a tourism destination, and the third cent, which is used for the specific benefit of the TDC taxing district in which it is collected.

Florida Statute 125.0104 requires that, before any other allocation is made, five percent of the first two-cent budget, and five percent of the third-cent budget be set aside. This five percent protects against obligating more in expenses than can be paid from the revenue received, in the event that actual revenues fall short of what was projected. An additional 5% of revenue within fund 116 shall be allocated to a reserve. Utilization of this reserve must be by super majority vote (5+1). 4/21/93

County Ordinance requires that, after setting aside the five percent required by state law, seven percent of the total budget for the first two cents, and three percent of the total budget for the third cent be set aside for administrative expenses. The balance is allocated as follows:

**THE FIRST TWO CENT-BUDGET AND EXPENDITURES:** Sixty-five percent of revenues from the first two cents, termed the Advertising and Promotion budget is apportioned, by county ordinance, for expenditure on national and international advertising, trade mail fulfillment, trade show costs as well as other appropriate promotional items.

The remaining thirty-five percent of the first two cents net revenue constitutes the Events Budget, including Public Relations fees and expenses, mail fulfillment consumer expenses. These funds shall be distributed, by district percentages as it relates to dollar amount (12/12/96) for the purpose of the 'Umbrellas'. After the Umbrella advertising campaign has been set, (Section II, Page 10 - Cultural/Fishing Umbrella for guideline), all Two Penny district events activities will be distributed on the basis of district tax collection percentages with a deviation of no more than 10%. All event funds that are not used by a district will go into the appropriate umbrella advertising campaign. 7/8/96

When Promotional or Events funds are budgeted for use by an event-sponsoring organization, the portion of the budget allocated to the Council's advertising and/or public relations agencies, must be recorded in the minutes of the MCTDC.

Public relations fees and expenses are paid by all districts, in proportion to each district's revenue percentage, this policy received unanimous approval of both the MCTDC and district advisory committee chairpersons. Public relations and consumer mail fulfillment costs are allocated from the Events Budget before the balance is distributed.

However, since the Monroe County TDC is only an advisory body to the Monroe County Board of County Commissioners, the BOCC reserves final authority over all budgets and expenditures.

**THE THIRD CENT-BUDGET AND EXPENDITURES:** It is the intent of the MCTDC and the Board of County Commissioners, that third-cent revenues be for discretionary use, by the district in which the revenue is raised, to enhance and support the specific tourism development efforts of the district.

MCTDC recommendations, to the Board of County Commissioners, for expenditure of third-cent revenues shall, in all cases, be based upon the needs of the specific district, as expressed by the district's designated representatives. The recommendations shall, in all cases, represent a consensus of the council on the most cost-effective means of fulfilling the district's expressed tourism-development goal.

It takes a two thirds vote by the TDC to release contingency funds in the Third Penny. 9/26/90

After the five percent contingency fund and three percent for administrative costs are set aside from the total third-cent budget, the balance is divided, by district percentage, into five separate district accounts. The funds in these accounts may be used by the respective districts for any purpose allowed by Florida Statute 125.0104, that is consistent with the district third-cent plan and the overall tourism development plan.

**UTILIZATION OF THIRD PENNY ADMINISTRATIVE RESOURCES:** After April 1st within each fiscal year budget, a District Advisory Committee may recommend to the TDC the utilization of Administrative Resources to be transferred to augment their District Advertising Campaign for the balance of that fiscal year.

Any percentage changes resulting from the above transaction, will not be carried forward to the next year's budget. The next year's budget will revert back to the original percentages established and approved by the TDC. 5/12/98

The District Advisory Committee shall address this issue as a separate item each fiscal year.

Since the Third Penny budget is reserved for specific tourism development efforts of each of the districts, the BOCC reserves the final decision as to approval or rejection of those efforts on an individual basis.

**TRADE SHOW/PROMOTIONAL TRAVEL:** Defined as travel performed to domestic and international trade shows, and other promotional opportunities, for the purpose of promoting and advertising tourism to the Florida Keys and Key West. 10/25/90

Trade shows and promotions shall be attended by the Sales & Marketing Coordinator with assistance, as required, provided by the Administrative professionals under contract to the TDC.

Ordinarily, if TDC board members attend a trade show, they shall do so only as a board member, for educational purposes. Board members travel will be limited to the State of Florida, and expenses will be charged to board member travel. If a member of the TDC is a qualified trade show professional, acting as TDC trade representative, those expenses will be covered under trade show budget.

A listing of all appropriate trade shows and other promotional opportunities for the Florida Keys and Key West shall be compiled for review and approval by the TDC's Sales & Marketing Representative. 10/25/90 The final approved Sales & Marketing Budget & Plan shall be reviewed and approved by the TDC within the Marketing Plan. The budget & plan shall then be submitted to the County Commission for approval as a part of the annual budget package.

When a change to the Sales & Marketing budget and plan is made by the TDC, as long as the budget total does not increase, the change shall be noticed to the BOCC but shall not require approval for implementation. This will permit the TDC to take advantage of last minute sales opportunities not originally incorporated into the Marketing Plan.

Amendments to the Sales & Marketing budget and plan that require a budget increase, also require approval by the BOCC prior to implementation.

Any representative acting on behalf of TDC at TDC trade show/promotions, who finds it necessary to incur incidental expenses to enhance the TDC's representation at the promotion, must inform the TDC Administrative Office of such expenses within three (3) days of return of said show. Expense vouchers must be submitted to the TDC Administrative Office within five (5) business days following return to official headquarters.

**All invoices relating to trade show/promotion expenditures shall bear the TDC's official address;**

**P.O. Box 866; 1201 White St., Suite 102  
Key West, FL 33041-3328.**

**UMBRELLA TRADE SHOW EVENTS PROCEDURES:** TDC funding from the specific Umbrella should be allocated to cover trade show registration and booth related costs and also to cover the travel related expenses of up to two (2) umbrella professional representatives to attend these promotional functions.

Wherein the travel and travel related expenses of the representatives are covered under TDC funding, the Umbrella shall ensure that no private business shall be promoted in the manner of collateral, business cards, or other related business materials.

TDC sales staff will attend said show(s) on behalf of the TDC with appropriate expenses coming from the TDC sales budget. (12/11/96)

#### **TRAVEL VOUCHERS:**

**The procedure for completion of travel vouchers is as follows:**

1. Please type or print as clearly as possible.

2. Use mileage chart supplied in this manual by Monroe County. As of **February 25, 2004** the State of Florida approved Travel Ordinance (004-2004) to increase mileage allowance to **40¢** per mile. Approved by the Governor of the State of Florida 2/25/04.
3. a. Meal reimbursement: (receipts not required)
  - (i) \$6.50 if travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
  - (ii) \$13.50 if travel begins before 12:00 p.m. and extends beyond 2:00 p.m.
  - (iii) \$27.00 if travel begins before 6:00 p.m. and extends beyond 8:00 p.m.
4. Fill in back of voucher only if airline was used. Credit card vouchers are not acceptable as receipts.
5. Complete original receipts and tickets must be provided. Credit card vouchers are not acceptable as receipts.
6. A boarding pass must accompany voucher or a notarized statement that:
  - (a) The airline did not provide one.
  - (b) The boarding pass was lost.
7. Amounts must be clearly legible on all receipts and tickets (dates also).
8. If there are no requests for hotel or meal reimbursements on any given travel day, please explain.
9. Please attach any notes necessary to make processing as expeditious as possible.
10. Dates should clearly correspond to reimbursement requests from any given day.

**MONROE COUNTY MILEAGE CHART  
PROVIDED BY THE MONROE COUNTY FINANCE OFFICE**

Key West to:	Bay Point	15
	Big Pine	31
	Big Torch Key	29
	Big Coppitt	10
	Conch Key	55
	Cudjoe Key	22
	Homestead	127
	Islamorada	83
	Key Colony Beach	53
	Key Largo	101
	Layton	70
	Little Torch Key	28
	Long Key	70
	Lower Matecumbe	75
	Marathon	48
	Marathon Shores	53
	Middle Torch	28
	Plantation Key	87
	Rock Harbor	100
	Sugarloaf	17
	Summerland	24
	West Summerland	31
	Stock Island	5
	Sunshine Key	39
	Tavernier	92
	Vacation Village	84
	Duck Key	62
	Ramrod Key	27
	Clearwater Beach	399
	Cocoa	350
	Daytona	416
	Ft. Lauderdale	183
	Gainesville	476
	Hollywood	175
	Jacksonville	505
	Lakeland	365
	Miami	155
	Miami Beach	170
	Naples	236
	Opa Locka	180
	Orlando	378

Key West to:	Palm Beach	223
	Palm Beach Gardens	238
	Panama City	702
	Tallahassee	606
	Tampa	391
	Dania	180
Marathon to:	Big Pine	17
	Conch Key	12
	Islamorada	35
	Key Largo	53
	Long Key	22
	Miami	110
	Plantation Key	39
	Summerland	24
	Sunshine Key	9
	Tavernier	45
Boot Key to:	Long Key	20
Long Key to:	Boot Key	20
	Cudjoe Key	47
	Homestead	61
	Marathon	22
	Miami	109
	Middle Torch	43
	Plantation Key	20
	Islamorada	16
Plantation Key to:	Big Pine	56
	Homestead	42
	Key Largo	14
	Key West	87
	Layton	17
	Marathon	39
	Miami	67
	Sunshine Key	48
	Duck Key	26
Key Largo to:	Big Pine	70
	Islamorada	18
	Homestead	26
	Long Key	40
	Marathon	53
	Miami	54



Key Largo to:	Plantation Key	14
Homestead to:	Key West	127
	Plantation Key	40
	Tavernier	35

## **DISTRICT ADVISORY COMMITTEES**

*District Advisory Committees*  
*>> Continued*

## **MONROE COUNTY TOURIST DEVELOPMENT COUNCIL**

### **ADVISORY COMMITTEE MEMBERS**

#### **DISTRICT 1 - KEY WEST**

**Ms. Julie Fondriest**

Key Lime Inn  
725 Truman Avenue  
Key West, FL 33040

294-5229 (business)

294-9624 (Fax)

#### **DISTRICT II - LOWER KEYS**

**Ms. Gayle Tippet**

Strike Zone Charters  
29675 Overseas Highway  
Big Pine Key, FL 33043

872-9863 (business)

872-0520 (Fax)

#### **DISTRICT III - MARATHON**

**Ms. Rita Irwin**

Dolphin Research Center  
MM 59 (Grassy Key)  
P.O. Box 522875  
Marathon Shores, FL 33052

289-1121 Ext. 226 (business)

743-7627 (fax)

#### **DISTRICT IV - ISLAMORADA**

**Ms. Patti Stanley**

Island Villa Properties  
81681 Old Highway  
Islamorada, FL 33036

664-3333 (business)

664-9090 (Fax)

#### **DISTRICT V - KEY LARGO**

**Ms. Ronnie Harris**

Kona Kai Resort  
97802 Overseas Hwy.  
Key Largo, FL 33037

852-7200 (business)

852-4629 (fax)

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## **DISTRICT ADVISORY COMMITTEES**

### **POLICIES & PROCEDURES**

#### **I. POLICY STATEMENT**

1. District Advisory Committees (DAC) shall be created to make recommendations to the Monroe County Tourist Development Council (TDC).

2. No more than one DAC shall be created for any district, as defined in Ordinance 015-1988, Section 2-299 (f) subsection (g). The districts are defined as follows: (Section 2.299, subsection (g)).

District I encompasses the city limits of Key West

District II from the city limits of Key West to the west end of the Seven Mile Bridge

District III from the west end of the Seven Mile Bridge to the Long Key Bridge

District IV between the Long Key Bridge and mile marker 90.7 (BOCC: 11/22/2000)

District V from mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County (BOCC: 11/22/2000)

3. The advisory committees shall be comprised of nine members, whose qualifications shall be:

Three (3) from the lodging industry - shall be owners or operators/managers of motels, hotels recreational vehicle parks or other tourist accommodations in the District which are subject to bed tax, three (3) from tourist-related businesses - shall be persons involved in business which is interdependent upon the tourist industry who have demonstrated an interest in tourist development but who are not owners, operators/managers of motels, hotels, recreational vehicle parks and other tourist accommodations in the county, and three (3) who shall represent the general public (at large).

4. (a) There shall be a three person nominating committee for each district for the purposes of making recommendations for appointments to the lodging industry and tourist-related business seats on the advisory committee of the district.

(b) The Monroe County Board of County Commissioners shall appoint the three 'at large' seats on the advisory committee of the district. The term of office for each nominating committee member shall be three (3) years.

The nominating committee for each District shall be comprised of:

- i. One (1) person appointed by the hotel/motel association in that District, or, in the absence of a hotel/motel association, a tourism association;
- ii. One (1) person appointed by the Tourist Development Council;
- iii. One (1) person appointed by the Chamber of Commerce for the District.

5. Appointments to the district advisory board shall be made through the following process:

a. Any vacancy on a district advisory committee shall be advertised by the Tourist Development Council administrative office in at least one newspaper of general circulation in the district with a request for applications/resumes to fill the position, and a deadline for submission of applications.

b. Application/resume forms shall be made available by the administrative office of the TDC and district chambers of commerce.

c. Applications/resumes received by the deadline for the lodging and tourist-related seats shall be submitted to the administrative office which shall record the submission and forward the applications/resumes to the nominating committee for the district served by the district advisory committee for which applications/resumes are received.

d. Each district nominating committee shall nominate two (2) or more names in order of preference to the Tourist Development Council for appointments to each vacant lodging or tourist-related position from the applications/resumes received through this process, and submit to the administrative office the nominations and a list of all candidates considered.

e. The TDC shall appoint the lodging and tourist-related members of the DAC for three-year terms from the recommendations submitted by the nominating committees or return the recommendations as rejected and request a new set of recommendations.

6. a. The same procedure as 5 a. and b. shall be followed for any vacancy of general public (at large) member on a district advisory committee.

b. Applications/resumes received by the deadline for the general Public (at large) seats shall be submitted to the administrative office which shall record the submission and forward the applications/resumes to the Monroe County Board of County Commissioners.

c. The Monroe County Board of County Commissioners shall appoint the members representing the general public (at large) for three year terms.

7. The DACs shall be bound by the same policies and procedures as apply to the TDC as outlined in the Monroe County Tourist Development Council's Operations Manual. Some of which are outlined below.

## **II. PROCEDURES FOR APPOINTMENT TO DISTRICT ADVISORY COMMITTEE**

1. District advisory committee members filling terms which expire subsequent to the effective date of the ordinance shall fulfill their terms. No member of a district advisory committee, prior to the effective date of this subparagraph, may be removed because he/she does not meet this subsection's requirement. All future appointments must be made to bring each committee into conformance with the composition requirements.

2. The Administrative Office will monitor the terms of the various DAC members and prior to the expiration of the member's term or if a member cannot complete their term of office, place an appropriate advertisement and/or public service announcement in the local media as provided in sample (Section III, page 7).

sample advertisement:

**DISTRICT \_\_\_\_\_ ADVISORY COMMITTEE  
(DEFINE THE AREA)  
of the  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
has an opening for a**

- a. (LODGING INDUSTRY REPRESENTATIVE -shall be owners or operators/managers of motels, hotels, recreational vehicle parks or other tourist accommodations in the District which are subject to the bed tax)**

**OR**

- b. (TOURIST-RELATED BUSINESSES REPRESENTATIVE-shall be persons involved in business which is interdependent upon the tourist industry who have demonstrated an interest in tourist development but who are not owners, operators/managers of motels, hotels, recreational vehicle parks and other tourist accommodations in the county)**

**OR**

- c. (AT LARGE – any resident who is not directly involved in a tourism business and who shall represent the general public) (BOCC 4/17/02)**

The operative word within this description is directly. This word means someone who is not in business, nor whose business or economic activity are 'dependent upon tourists'. The extent to which an applicant is involved in tourism would be up to the discretion of the Monroe County Board of County Commissioners who appoints the 'At Large' position.

Any person wishing to participate on the District \_\_\_\_\_ Advisory Committee of the Monroe County Tourist Development Council within the district so noted above, may request an applicant/resume form from the Administrative Office and submit an application/resume same to the address shown below:

Department DAC  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, Florida 33040

Deadline for receipt of application/resume at the above address is: \_\_\_\_\_



3. The applications will be provided to the District Nominating Committee for the lodging and tourist-related seats for purposes of making recommendations for appointments to the seat on the District Advisory Committee.
4. The Tourist Development Council shall appoint their selected member of the district advisory committee for a three year term.
5. The applications will be provided to the Monroe County Board of County Commissioners for the general public (at large) seat on the District Advisory Committee for appointment for a three year term.
6. The resume to be included with the recommendation as noted in **I. 5.** should contain the following information:

name  
physical address (for courier delivery, if applicable)  
mailing address (if different than above)  
telephone number(s)  
FAX number(s) (if applicable)  
e-mail (if applicable)  
business affiliation  
list organizations & affiliation with same (i.e. board of director, Chamber)\*\*  
brief summary of related activities and interest in participation on DAC

\* \* to establish possible conflict of interest

### **III. STANDING RULES**

1. **Government in the Sunshine:** All DAC members should be aware that as a member of a District Advisory Committee they are subject to “**Government in the Sunshine**”. Open government has been a cherished principle guaranteed under Florida Law since the beginning of this century. Recently, the right of public access gained constitutional status when the Public Records and Meetings Constitutional Amendment took effect on July 1, 1993.

A copy of the “**Government in the Sunshine**” manual is available in the Administrative Office for your review. If you have any questions regarding “**Government in the Sunshine**”, please contact the Administrative Office.

2. **Conflict of Interest:** Pursuant to Florida Statutes § 112.313(12), the prohibitions found in subsections (3) and (7) of that statute may be waived by the TDC for any District Advisory Committee member who has first made a full disclosure of the transaction or relationship which constitutes the conflict. The exemption can only be extended by a 2/3 or better vote of the TDC. This waiver entitles the District Advisory Committee member to participate in discussion concerning any matter for which a conflict exists, but prohibits said member from voting on matters for which conflicts exist.

3. **Meetings:**

a) The TDC meets in regular session approximately every six weeks and DAC meetings will be scheduled in a similar manner to meet the deadlines for TDC meetings.

b) Regular DAC meetings are noticed to the media (Key West Citizen, The Keynoter, The Reporter) fifteen (15) days in advance of the meeting. Special meetings, if deemed necessary by the Chairperson of the DAC, are noticed to the media five (5) days in advance of the meeting. Emergency meetings (so designated by the Chairperson of the DAC) are noticed (4) hours in advance through Public Service Announcement by the appropriate radio stations.

c) Unless there is a special circumstance determined by the Chairperson of the DAC, once the schedule has been approved by the DAC, it becomes the schedule the DAC shall follow.

d) **Change in Meeting date or time:** A change of meeting date can be made if a scheduled meeting conflicts with a scheduled TDC or BOCC meeting date, or if the Office Manager notifies the Chairperson that quorum will not be available for the scheduled meeting. The Chairperson can approve the change with proper advance notice to the TDC and DAC. Any other meeting date changes shall be placed on the agenda of the next scheduled meeting of the DAC. Majority approval is required for the change of date to be implemented. This procedure will also apply to meeting time changes.

e) **Roberts Rules of Order:** The District Advisory Committees operate under Roberts Rules of Order. The rules are strictly observed for the resolution of all disputes and, when necessary for the maintenance of order. Normally, proceedings are conducted with a minimum of formality.

f) **Quorum:** Fifty percent (50%) plus one constitutes a quorum.

g) **Election of Committee Chairpersons:**

i. The DAC shall elect its Chairperson, Vice-Chairperson, Treasurer at the beginning of the new fiscal year.

- ii. The Chairperson shall serve as the presiding officer and conduct the business of the DAC.
- iii. Responsibilities of the Chairperson:
  - 1. Presides at and conducts all DAC meetings.
  - 2. Appoints Committee Chairpersons and sub-committees if required.
  - 3. Attends TDC meetings representing the district.
  - 4. Spokesman on behalf of the DAC to the media unless the Chairperson delegates this responsibility on an individual basis.
  - 5. Reviews and approved meeting agendas prior to packet distribution.
  - 6. Approves DAC items, other than expenditures and budget resolutions, to be placed on the TDC agenda.
  - 7. Authorizes changes in meeting dates as per special circumstances outlined in Section III - page 9.

In the absence of the Chairperson, the Vice-Chairperson shall preside and assume the responsibilities of the Chairperson.

In the absence of the Vice-Chairperson, the Treasurer shall preside.

In the case when all three of the above listed individuals are not present, a majority of the quorum shall determine who shall serve as Presiding Officer.

#### **IV. POLICIES & PROCEDURES:**

**A. Meetings Agenda:** Deadline for DAC meetings is twelve (12) noon Friday, two (2) weeks prior to the scheduled meeting.

The Chairperson will approve the agenda items.

After packet has been mailed, further add on items will be presented to the DAC, when called for on the day of the meeting. It will take a unanimous vote of the DAC for such add ons to be placed on the agenda.

**B. Recording of and Meeting Minutes:** The Administrative Office is responsible for the recording and producing the minutes of the DAC meetings.

The minutes will be presented to the DAC for approval at their following meeting. Any revisions to said minutes may be read into the record at that time. The Administrative Office maintains all historical meeting information at their office and is open to the public.

**C. TDC Agenda:** All items that require TDC and/or Board of County Commission approval will be the responsibility of the Administrative Office to place on the appropriate agenda.

**D. Meeting Attendance:** If a DAC member cannot attend a meeting, it is their responsibility to advise the Administrative Office at least twenty-four (24) hours prior to the date of the meeting. This enables the Administrative Office to establish quorum of a particular meeting if this issue should become suspect and subsequently advise all DAC members and the media if, for lack of quorum, a meeting is canceled.

**E. Absentee Policy:** Whereas, Section 2.299 (B)(4) mandates that any member who absences himself from three consecutive regular meetings or four regular meetings during a fiscal year automatically forfeits his position on the DAC, and such absenteeism is extremely generous for a council that has only eight regularly scheduled meetings per fiscal year. The TDC has determined a need to establish a stringent policy as to what constitutes an excuse for absenteeism in order to operate effectively when certain members are unable or unwilling to contribute by showing up for the regularly scheduled meetings. Accordingly, it is the policy of the DACs that only death of a close family member (spouse, child, parent, sibling) no more than one week in advance of the regularly scheduled meeting will constitute a basis for the DAC excusing a member's absence.

## **EVENT PROCEDURES**

# EVENT FUNDING APPLICATION

## REQUEST FOR BIDS

### MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Mr. Michael Ingram, Chairman  
Mr. Matt Babich  
Mr. Todd Firm  
Ms. June Helbling  
Mayor Murray Nelson  
Mr. Robert Padron  
Commissioner Edwin Scales, III  
Ms. Christina Sharpe-Weinhofer  
Mr. Scott Simmons

Marketing Director  
Harold Wheeler

### INQUIRIES AND CORRESPONDENCE:

All questions pertaining to this solicitation should be directed to:

Administrative Office  
Monroe County Tourist Development Council  
P.O. Box 866  
Key West, Florida 33040

**All bids submitted in response to this solicitation should be addressed to and received no later than 5:00 p.m. (Close of business day) \_\_\_\_\_, 200\_ at:**

**Purchasing  
Monroe County, Florida  
1100 Simonton Street, 2<sup>nd</sup> Floor, Room 213  
Key West, Florida 33040  
Attention: DESTINATION/TURN KEY EVENT APPLICATION**

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(Destination, Turnkey)

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## **NOTICE OF CALLING FOR BIDS**

NOTICE IS HEREBY GIVEN TO PROSPECTIVE BIDDERS that on \_\_\_\_\_, 200\_\_ at **no later than 5:00 p.m.** The Monroe County Purchasing Office will receive sealed bids for the following:

**Request for Bid – Destination/Turnkey Event Funding**  
**January 1, 200\_\_ through December 31, 200\_\_**

**Specifications and Bid Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com** Questions regarding the Bid should be directed to the Administrative Office of the Tourist Development Council, (305) 296-1552. Any addenda to this Request for Bids (RFB) shall be distributed to vendors on the list of Demandstar distributees for this RFB.

All bids must be received by the Monroe County Purchasing Office on or before **5:00 p.m.** on \_\_\_\_\_, 200\_\_ . No waivers shall be allowed for proposals which have not been submitted to the County Purchasing Department by the close of business on the deadline date.

Bidders must submit two (2) signed **originals** and twelve (12) complete **copies** of each bid in a sealed envelope clearly marked on the outside: **"Sealed Bid for Destination/TurnKey Event Funding"**, addressed and delivered to:

**Purchasing Office, 1100 Simonton Street, Room 2-213, Key West, Florida 33040**

All bids must remain valid for a period of ninety (90) days. The Board will automatically reject the bid of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to those proposers whose Bids are/is deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.



## OVERVIEW AND INSTRUCTIONS

### 1) Bid Schedule

(Contact Administrative Office for updated information)  
(TDC/DAC Review/Evaluation meeting dates subject to change)

Issue of Request for Bid	TBA
Workshop for Event Applicants	TBA
Application Deadline	TBA
DAC Review/Evaluation of Applications	TBA
TDC Review/Evaluation of Applications	TBA
BOCC Approval	TBA

### 2) Each successful bidder shall provide Monroe County with a destination or a Turnkey Event. Definitions of these events are:

#### a) **Destination Events** (require agency of record support):

An event that showcases the district in such a way that it could not be held elsewhere.

For the purposes of this solicitation, a destination event is designed and produced to entertain the public and which promotes tourism in the Florida Keys and Key West by drawing out-of county tourists into the Keys.

It is an event that is indigenous to that district which is designed to showcase and promote that particular area in a unique fashion. Such an event, while similar to a Turn Key Event does not carry national sponsorship, or bring with it national and/or international media exposure, but instead the professional agencies of the Tourist Development Council put forth time and energy on behalf of said event to garner the necessary media exposure to ensure the success of said event.

The event coordinator, for purposes of this RFB and any resulting contract, shall be the production agent or other person or organization primarily responsible for the production of the event, and the entity soliciting event funding under this process. Funds awarded for this event are utilized for hard media and public relations related expenditures through the agencies of record to promote the event. County shall fund advertising and promotional activity at up to 10% in-county with balance out of county for Destination category only.

County shall fund advertising and promotional activity at up to 10% in-county with balance out of county for Destination category only. The agencies of record and contacts are:

Mr. John Underwood  
Tinsley Advertising  
2660 Brickell Avenue  
Miami, Florida 33129  
(305-856-6060)

Mr. Andy Newman  
Stuart Newman Associates  
2140 South Dixie Highway, Suite 203  
Miami, Florida 33133  
(305-461-3300)

b) **Turn Key Events** - (national sponsors)

For purposes of this solicitation, a Turn Key event is designed and produced to entertain the public, and promotes tourism in the Florida Keys and Key West by drawing out-of-county tourists into the Keys. Said event would be produced or coordinated by an entity (soliciting event funding under this process) with a history of national and/or international media exposure.

The event is an entire package which guarantees television radio and newspaper advertising with direction of said media to be reviewed and approved by the advertising agency of record. Such an event assures a 'following' of participants or spectators generating heads in beds. In addition such event shall be considered an all inclusive event where the promoter has responsibility for every facet of the management and production of said event. For purposes of this solicitation and all contracts awarded pursuant to same, the event coordinator shall be the production agent primarily responsible for the production of the event and is the entity with whom any contract shall be entered. Involvement by the Monroe County Tourist Development Council agencies of record would only be provided at the request of the Monroe County Tourist Development Council and/or the District Advisory Committee and not as a requirement by the event coordinator or any sponsor to ensure the success of said event.

Such an event shall bring as a part of its package the sponsorship of a nationally recognized product, thereby ensuring promotion on an increased basis.

Payment under a contract for a Turn Key Event will not be made until the event has taken place. If an event is canceled for any reason, no payment shall be forthcoming.

3) The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any and all bids, to waive irregularities and informalities in any or all bids, and to re-advertise for bids.

An award, if made, will be to the most responsive and most qualified bidder(s) which the BOCC, upon recommendation by the TDC, deems to be in the best interest of the County utilizing the Criteria for Evaluation. The successful bidder(s) shall enter into an Event Contract with the BOCC. The TDC and County reserve the right to negotiate the terms of any contract resulting from this RFB. (A sample of the contract(s) may be found on pages 22-33). The BOCC reserves the right to allocate funds to one or more, or none of the bidders.

4) Only complete sets of bid documents will be issued and shall be used in preparing bid packages. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. Complete sets of Bid Documents may be obtained in the manner and at the location stated in the Notice of Calling for Bids.

5) The preparation cost of a bid response to this RFB is solely that of the bidder. Further, the BOCC will not assume any responsibility or liability for costs incurred by the selected bidder prior to the execution of the contract.

6) All information disclosed as part of the RFB process is considered part of the public domain by the laws of the State of Florida.

7) Any interpretation or correction of, or change to, the RFB shall be made in writing and issued by the TDC Administrative Office. Addenda shall be mailed or delivered to all who are known to have received this RFB.

Addenda will be issued no later than ten (10) calendar days prior to the submission date for bids, except in the case of an addendum postponing the submission date of the bids or withdrawing the RFB. It is the responsibility of the bidder to contact the Administrative Office of the TDC at telephone number shown on page 4 of the RFB prior to submitting a bid to ascertain whether or not any addenda have been issued and to ensure that all such addenda have been received.

Failure on the part of any bidder submitting a bid to receive any such addenda will not relieve such bidder from obligations under this RFB, any issued addenda, or the bid submitted by such bidder.

8) The Application form, pages 9 – 19, of this package and attachments required by page 20 shall be fully completed. All forms requiring signatures shall be executed. These documents shall comprise the bid. Do not include pages 1 through 8 in your submission. The bidder shall submit to the office stated in the Notice of Calling for Bids two (2) signed originals and twelve (12) copies of the complete bid in a sealed envelope, marked clearly on the outside: "Sealed Bid for Destination/Turn Key Event Funding."

By signing of the Non-Collusion and Verification form, the bidder declares nothing of monetary value has been given, promised or implied to any county official, agent or employee as an inducement to promote or approve a contract resulting from this RFB.

The bidder further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiations leading to the award of the contract.

The bid must be signed by the authorized officer of said proposing entity and be complete as outlined. Failure to sign said bid or submit the application as outlined constitute grounds for non-acceptance of the bid.

The bidder shall list all actual, proposed or potential conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the BOCC.

The successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of any or all of its right, title or interest therein, without prior written consent of the BOCC.

Failure to affirm the above in the application will result in rejection.

9) The pro forma contract included in this RFB can be adapted to the requirements of a specific event. Final acceptance of the contract shall not occur until the BOCC and the sponsor have signed the contract.

**Monroe County Tourist Development Council**  
**Application of Destination/Turnkey Event Funding**  
January 1, 200\_ through December 31, 200\_

**Please submit two (2) originals and twelve (12) copies of the completed application form (pages 9- 19) as per the instructions found on pages 4 – 8.**

TITLE OF EVENT: \_\_\_\_\_

VENUE: (location/City): \_\_\_\_\_

DATE(S) OF EVENT: \_\_\_\_\_

Category of Event (check one)

DESTINATION EVENT ☐

TURN KEY EVENT ☐

AMOUNT REQUESTED: \_\_\_\_\_

**I. APPLICANT ORGANIZATION:**

A. NAME OF CONTRACTING ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

YEAR LEGALLY ESTABLISHED \_\_\_\_\_

FEDERAL I.D. #/S.I.N. #: \_\_\_\_\_

SUMMARIZE ORGANIZATION HISTORY \_\_\_\_\_

\_\_\_\_\_

B. CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

- C. List name of President and other individuals authorized to execute contracts and otherwise act on behalf of Applicant:

Name

Title

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- D. List staff members including volunteers responsible for administering and organizing this event with evidence of their qualifications and capabilities to accommodate the demands of the event.

Name

Qualifications

Capabilities


- E. List previous funding from the Monroe County Tourist Development Council, and by any other State or Federal agencies, if any including applications that have not been funded:

Source of funding

Amount Requested

Amount Received

Year


- II. **CRITERIA FOR EVALUATION** (applications not scoring 36 points and above will not be considered for funding). Points are listed at each segment for ease of scoring by reviewers. Scoring will be as follows:

1 - unacceptable 2 - below average 3 - average 4 - above average 5 - excellent

- A. **TIMING OF EVENT:** (please circle the appropriate month)

Time of year of event (shoulder and off season events to receive higher scoring).

January	4	July	4
February	1	August	4
March	1	September	5
April	1	October	5
May	3	November	5
June	5	December 1-20	5

1 2 3 4 5

# EXHIBIT A

**B. COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY:**  
(outline goals and objectives and describe in detail the proposed event)

[illegible]

1 2 3 4 5

## EXHIBIT B

**C. SOUNDNESS OF PROPOSED PROJECT:**

- a. Submit detailed marketing plan to include all aspects of the proposed event with estimated number to be reached through electronic media (e.g. broadcast of event over radio or television including source of information. - TDC funding may only be utilized as follows: Destination events may utilize up to 10% of their approved budget for in-county hard media (to include production of brochures/flyers and associated costs) and public relations. Out-of-county advertising and public relations is to be established through the agencies of record so noted on page 5. No other items will be allowable.

This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**1 2 3 4 5**



## EXHIBIT C

### III. FINANCIAL INFORMATION:

#### A. REVENUE BUDGET

- 1) List cash income specifically associated with your program, project or event and also attach your organization/s total annual budget to **EXHIBIT**

#### C.

#### CASH REVENUE

Admissions (if applicable)	\$ _____
Contracted Services Revenue	\$ _____
Corporate Contributions	\$ _____
Foundation Grants	\$ _____
Private/Individual Contributions	\$ _____
Other Private Support	\$ _____
_____	\$ _____
_____	\$ _____
Government Support:	
Federal _____	\$ _____
State _____	\$ _____
Local _____	\$ _____
other than this request	
Other Revenue (Itemize):	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Applicant cash on hand	\$ _____

TOTAL APPLICANT CASH REVENUE ..... \$ \_\_\_\_\_

GRANT AMOUNT REQUESTED ..... \$ \_\_\_\_\_

TOTAL CASH REVENUES ..... \$ \_\_\_\_\_

#### **PLEASE NOTE:**

1. Attach financial statement, compilation, review or audit of organization's total budget and financial statement for the last fiscal year to this exhibit. **Organization assures that the information contained in such documents are stated factually and accurately to the best of their knowledge.**
2. Attach organization's budget and income/expense report for the last event (if applicable)

**1 2 3 4 5**

## EXHIBIT D

2) **COMMITMENTS FOR CONTRIBUTION:**

List all contributors (HARD DOLLARS) supporting the proposed event and the amounts committed by those contributions.

[illegible]

SUB-TOTAL VALUE OF CONTRIBUTORS \$ \_\_\_\_\_

1 2 3 4 5

3) List all in-kind contributions: (including complimentary rooms, functions, services)

[illegible]

SUB-TOTAL VALUE OF IN-KIND SERVICES	\$
-------------------------------------	----

TOTAL VALUE OF CONTRIBUTION \$ \_\_\_\_\_

1 2 3 4 5

**INCLUDE LETTERS OF COMMITMENT FROM CONTRIBUTORS AND SPONSORS FOR BOTH HARD DOLLAR AND IN KIND SERVICES.**

## EXHIBIT E

### IV. EXPENDITURE BUDGET:

1) List cash expenses specifically associated with your program, project or event. Asterisk (\*) those line items for which Tourist Tax dollars would be utilized and break out to the side, in the column indicated, the portion of Tourist Tax monies intended to be earmarked for particular expenditures.

**NOTE: Remember to attach your organization's total annual budget:**

	Cash Expenses	Portion of Tourist Tax Funds request intended to be allocated
<b>Administrative Expenses</b>		
Personnel - in house	\$ _____	\$ <u>non permissible expenditure</u>
Personnel - contracted	\$ _____	\$ <u>non permissible expenditure</u>
_____	\$ _____	\$ <u>non permissible expenditure</u>
_____	\$ _____	\$ <u>non permissible expenditure</u>
<b>Technical/Production Expenses</b>		
Personnel - in house	\$ _____	\$ _____
Personnel - contracted	\$ _____	\$ _____
Space Rental	_____	_____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>Travel</b>		
_____	\$ _____	\$ _____
<b>Marketing &amp; Promotion</b>		
Advertising	\$ _____	\$ _____
Design & Printing	\$ _____	\$ _____
Postage & Mailing	\$ _____	\$ _____
Other (specify)	_____	_____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>Remaining Project Expenses (Itemize)</b>		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL TOURIST TAX FUNDS REQUESTED .....		\$ _____
TOTAL CASH EXPENSES.....		\$ _____

- 2) Specifically state how you plan to spend the tourist funds requested as listed in expenditure budget, column 2, listing names and quantity (e.g. advertising space in local or national newspapers, magazines, brochures, etc.). Destination Events: Remember do not deviate 10% from this budget.

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1 2 3 4 5

**V. QUALITY AND UNIQUENESS OF PROPOSED EVENT:**

- a. Extent to which the activity is unique to Monroe County and/or District and provides tourist appeal and promotes and showcase the destination.

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1 2 3 4 5

- b. Number of tourists anticipated to attend the event:

	<u>Participants</u>	<u>Spectators</u>
Monroe County Residents	_____	_____
Out of County, Florida	_____	_____
Out of State	_____	_____
Foreign	_____	_____
TOTAL	_____	_____
		1 2 3 4 5

- c. How was the anticipated number of persons attending determined?

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1 2 3 4 5

#### VI. VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT:

- a. Submit a **detailed** history of national and/or international media exposure of last event, and as a part of its entire package bringing guaranteed television, radio and newspaper advertising including estimated reach and source of information. **(LABEL AS EXHIBIT "F")** **DO NOT INCLUDE PAID ADVERTISING.**

1 2 3 4 5

OR

- b. In lieu of evidence of past promotional exposure, the anticipated value of the new event to tourism shall be considered included estimated number of be reached and source of information. **(LABEL AS ATTACHMENT "F")**

1 2 3 4 5

#### Criteria for Evaluation:

Scoring will be considered under the following criteria:

**1** - unacceptable   **2** - below average   **3** - average   **4** - above average   **5** - excellent

Upon evaluation of events, the total scores will be tabulated and applications not scoring 36 points and above will not be considered for funding. Those events that meet the minimum scoring requirements as noted above, will be ranked starting with the highest score. In the case of a tie, the highest score in the Commitment to the Off Season will be the determining factor.

**VII. ACTION PLAN: PARKING/ROAD CLOSURES/SECURITY/TRASH:**

a. Submit a detailed action plan including appropriate permit(s) if applicable as to how parking/security/road closures and trash will be handled during your event. The plan should include: if your event will require road closures, enclose a copy of the approval by the appropriate county/municipal entity. How your marketing plan will accommodate parking and transportation as it relates to your event; How your event will handle security and trash removal.

**VIII.**

**NON-COLLUSION AFFIDAVIT**

**and**

**VERIFICATION**

I, \_\_\_\_\_, of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1) I am \_\_\_\_\_, the bidder making the bid for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
President's Name Typed

\_\_\_\_\_  
President's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_  
\_\_\_\_\_ known to be the persons named in and who executed the foregoing document.

My commission expires:

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

### **DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

---

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Bidder's Signature

---

Date

**IX. ATTACHMENTS:**

- 1) Organization's total budget and financial statement, compilation, review or audit for the last completed fiscal year. (Page 13, Section III).**
- 2) Organization's budget and income/expense report for the last event. (Page 13, Section III).**



# **CRITERIA FOR EVALUATION SUMMARY SHEET**

(applications not scoring 36 points and above will not be considered for funding)

		<b>SCORE</b>
<b>I.</b>	<b>A. TIME OF EVENT (PAGE _)</b>	_____
	<b>B. COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY (EXHIBIT A - PAGE _)</b>	_____
	<b>C. SOUNDNESS OF PROPOSED PROJECT</b>	
	a. Detailed marketing Plan (EXHIBIT B - PAGE _)	_____
<b>II.</b>	<b>FINANCIAL INFORMATION</b>	
	<b>A. REVENUE BUDGET</b>	
	1) (EXHIBIT C - PAGE _)	_____
	2) List of contributors (EXHIBIT D - PAGE _)	_____
	3) List of in-kind contributors ( EXHIBIT D - PAGE _)	_____
<b>III.</b>	<b>EXPENDITURE BUDGET</b>	
	1) List cash expense (EXHIBIT E - PAGE _)	_____
	2) State how you plan to spend tourist funds as outlined in column 2 of (EXHIBIT E - PAGE _)	_____
<b>IV.</b>	<b>QUALITY AND UNIQUENESS OF PROPOSED EVENT:</b>	
	a) Extent to which the activity is unique to Monroe County/or District (PAGE __)	_____
	b) Number of tourists anticipated to attend event. (PAGE __)	_____
	c) How the anticipated number of persons was determined. (PAGE __)	_____
<b>V.</b>	<b>VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT</b>	
	a) detailed history of media exposure for last event (PAGE __)	<b>A.</b> _____
<b>OR</b>	b) Anticipate value of new event to tourism & source of information (PAGE __)	<b>B.</b> _____
<b>TOTAL SCORE</b>		_____

**(SAMPLE)**

**Destination Events Agreement**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and the **(insert name of event sponsor)**.

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay up to \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) for **(Name and date of event)** from tourist development tax funds (See Exhibit A). No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-county activity.

2. Scope of Services: The **(insert name of event sponsor)** agrees to provide the County with an event as specified below:

3. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record shall receive payment of work in progress upon submission of documented invoices associated with said event.

4. Payment: Any payments directly to the **(insert name of event sponsor)** or vendors associated with said event shall be as follows:

Payment upon presentation of an invoice shall indicate the task completed for which payment is sought, with proper documentation attached.

Upon completion of said event, a financial statement detailing all revenue and expenses utilizing generally accepted accounting principals shall be prepared, notarized and submitted by Event Sponsor. The BOCC's contracted public relations firm shall confirm compliance with the Scope of Services.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Only acceptable expenses listed in the Monroe County Tourist Development Council Operations Manual shall be paid.

5. Accounting: Financial records of the **(insert name of event sponsor)** pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit.

6. Modification: Line item changes to the advertising and promotion budget may be made up to but not exceeding 10% of the larger line item amount without requiring BOCC approval of the particular change.

7. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance, or nonperformance of the agreement terms or negligent performance of the agreement terms by the **(insert name of event sponsor)**.

8. Termination: This Agreement will be terminated on September 30, 200\_. **All invoices must be submitted prior to \_\_\_\_\_, 200\_.**

9. Non Occurrence of Event: If the event does not take place for any reason under control of Event Sponsor except for those reasons in paragraph 19, then Event Sponsor agrees to refund to the BOCC any amounts already paid to them under this agreement, and relieve the BOCC from any further payments.

The **(insert name of event sponsor)** shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

10. Indemnification and Hold Harmless: The **(insert name of event sponsor)** covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement, except those losses or damages caused by BOCC or its agents.

11. Insurance Requirements: **(insert name of event sponsor)** as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

**(insert name of event sponsor)** will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. **(insert name of event sponsor)** shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. **(insert name of event sponsor)** shall provide, to the County, as satisfactory evidence of the required insurance, either:

Original certificate of Insurance  
or

- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of **(insert name of event sponsor)** 's insurance shall not be construed as relieving **(insert name of event sponsor)** from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

**(insert name of event sponsor)** shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, **(insert name of event sponsor)** shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend

for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

12. Permits: The **(insert name of event sponsor)** will secure all required permits, licenses including but not limited to occupational licenses.

13. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

14. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

15. Relation of BOCC/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent Event Sponsor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

16. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

17. Assignment: The **(insert name of event sponsor)** shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the BOCC.

18. Compliance with laws - Nondiscrimination: The **(insert name of event sponsor)**, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

19. Force Majeure: The **(insert name of event sponsor)** shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public

*Events*  
>> *Continued*  
enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the **(insert name of event sponsor)** has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or BOCC, the **(insert name of event sponsor)** must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

20. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and the County of Monroe and Federal law. Venue for any dispute concerning this Agreement shall be in Monroe County.

21. Security Protection: The **(insert name of event sponsor)** agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

22. Ownership: All advertising and promotion work performed under the agreement and paid for by the BOCC and TDC shall be the property of the BOCC and TDC, for whatever use and/or disposition the BOCC and TDC may deem appropriate.

23. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

24. Logo: All promotional literature and display advertising with the exception of generic advertising must display the “Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are” logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark “Florida & Key West Come as you are”.

25. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Authority: Each of the signatories for the sponsor below certifies and warrants that:  
a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

27. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in

violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

28. Public Entity Crimes: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for period of 36 months from the date of being placed on the convicted vendor list.”

29. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and **(insert name of event sponsor)**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)  
Attest:

**(insert name of event sponsor)**

\_\_\_\_\_

By \_\_\_\_\_

(SEAL)  
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

## EXHIBIT "A"

Collateral

Promotion

Out-of-County Advertising

Nat'l Radio/TV Media Production

**TOTAL**

---

**\$**



(SAMPLE)

### Turn Key Events Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and **(insert name of event sponsor)**

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) for: **(Name and date of event)** from tourist development tax funds provided Event sponsor meets all of its obligations under this agreement.

2. Scope of Services: The **(insert name of event sponsor)** agrees to provide the County with an event as specified in the Scope of Services below:

---

3. Payment: Upon receipt from Event Sponsor of documentation, reviewed and verified by the Tourist Development Council (TDC) Administrative Office, proving that event has been produced and promoted through marketing literature, advertising program/publication ads, television coverage, publicity and on-site advertising, and that the required insurance was obtained no less than twenty days prior to the event, BOCC shall pay \$\_\_\_\_\_

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

4. Accounting: Financial records of **(insert name of event sponsor)** pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit. Records shall be retained a minimum of three years after contract has been performed.

5. Modification: Any changes to this contract may be made only by written mutual agreement, recommended by the TDC and approved by the BOCC.

6. Termination: This Agreement will be terminated on \_\_\_\_\_, 200\_. **All invoices must be submitted prior to \_\_\_\_\_, 200\_.**

7. Non Occurrence of Event: The **(insert name of event sponsor)** shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

8. Indemnification and Hold Harmless: **(insert name of event sponsor)** agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including

property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by **(insert name of event sponsor)**

9. Insurance Requirements: **(insert name of event sponsor)**, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section:

**(insert name of event sponsor)** will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. **(insert name of event sponsor)** shall maintain the required insurance through out the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision shall release County of any obligation to compensate event sponsor. Further, any material misstatement in the application for insurance coverage shall release County from it's obligations to pay under this agreement. **(insert name of event sponsor)** shall provide, to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- \* Original Certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

**An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event. The insurance policy must state that the Monroe County BOCC is the certificate holder and additional Insured. Insurance should be mailed to:**

**Monroe County Board of County Commissioners  
C/O Risk Management  
1100 Simonton Street  
Room 2-213  
Key West, FL 33040**

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of **(insert name of event sponsor)** insurance shall not be construed as relieving **(insert name of event sponsor)** from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Events  
>> Continued  
Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

**(insert name of event sponsor)** shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, **(insert name of event sponsor)** shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per Person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

10. Permits: The **(insert name of event sponsor)** will secure all required permits, licenses including but not limited to occupational licenses.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations, and **(insert name of event sponsor)** agrees that the venue for any dispute concerning this agreement shall be in Monroe County, Florida.

12. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

13. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

14. Relation of BOCC/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC, and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

15. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

16. Assignment: The **(insert name of event sponsor)** shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and BOCC.

17. Compliance with laws - Nondiscrimination: The **(insert name of event sponsor)**, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

18. Security Protection: The **(insert name of event sponsor)** agrees to provide adequate security for the event.

19. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

20. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

21. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **“Florida Keys & Key West, Monroe County Tourist**

**Development Council Come As You Are”** logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark “Florida & Key West Come as you are”.

22. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and execute agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

24. Public Entity Crimes: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.

25. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and **(insert name of event sponsor)**

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)  
Attest:

**(insert name of event sponsor)**

\_\_\_\_\_  
(SEAL  
Attest: DANNY L. KOLHAGE, Clerk

By \_\_\_\_\_ (President)  
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

**FLORIDA KEYS FISHING TOURNAMENTS, INC.  
REQUEST FOR PROPOSALS - TOURNAMENT FUNDING  
INSTRUCTIONS FOR PROPOSAL PREPARATION AND SUBMISSION:**

Please submit an ORIGINAL form (pages 41-53) and 6 copies (7 total copies) of the completed application form no later than 4:00 p.m. local time the 1st Monday of April each year to:

Florida Keys Fishing Tournaments, Inc.  
Attention: Christina Weinhofer  
29975 US 1, MM 30 Gulf  
Big Pine Key, Fl. 33043

Proposals received after the stated time and date shall be disqualified as late proposals. Telegraphic proposals shall not be considered. Any questions may be addressed to:

Florida Keys Fishing Tournaments, Inc.  
Attention: Christina Weinhofer  
P.O. Box 420358  
Summerland Key, Fl. 33042  
Phone: (305) 872-2233

The Tournament Director shall be responsible for securing the proper permits, licenses and necessary police and emergency service staff at their own cost as it relates to this application.

The Monroe County Tourist Development Council (TDC) encourages applicants to seek long term financial support from public and private sources other than the Tourist Development Bed Tax.

It is the responsibility of the Tournament Director to keep apprised of all Monroe County Tourist Development Council's policies and procedures pertaining to event funding.

The payment by Monroe County of a promotional package is not intended to be an underwriting of an entire event, and prospective grantees must establish sufficient financial capabilities to carry out all aspects of the event in addition to such promotional activities as are funded under this application.

A Tournament may only receive funding from one category source within the TDC event funding procedures.

The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any and all proposals. An award, if made, will be to the most responsive and most qualified proposer(s) and the BOCC, upon recommendation by the Florida Keys Fishing Tournaments, Inc. (FKFT) and the Monroe County Tourist Development Council (TDC), deems to be in the best interest of the TDC/County utilizing the Criteria for Evaluation (pages 42-44). The successful bidder(s) shall enter into a Funding agreement with the BOCC. The TDC and County reserve the right to negotiate the terms of any agreement resulting from this Request for Proposal (RFP). A sample of the Funding agreement may be found on Attachment J, page 55-58, or by contacting the Administrative Office of the TDC.

1201 White St., Suite 102  
Key West, Fl. 33040-3328  
Phone: (305) 296-1552  
Fax: (305) 296-0788

The BOCC reserves the right to allocate funds to one or more, or none of the proposers, subject to the conditions that award(s) shall be made only to the most responsive and most qualified proposer(s).

The Funding agreement and its provisions can be adapted to the requirements of a specific fishing tournament. Final acceptance of the Funding agreement shall not occur until the BOCC and the sponsor have signed the Funding agreement.

#### INDEMNIFICATION AND HOLD HARMLESS:

Affiliate Fishing Tournament covenants and agrees to indemnify and hold harmless Monroe County Board of County Commission from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement.

The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount. NO OTHER LINE ITEM AMENDMENTS ARE ACCEPTABLE.

#### TIME FRAME:

The time frame covered by this request for proposal is for events from October 1st through September 30th 20\_\_\_. (Contact Florida Keys Fishing Tournament Inc., Section IV, page 34 for specific information).

**ALL ADVERTISING, PROMOTION AND PUBLIC RELATIONS MUST BE SUPERVISED OR PLACED THROUGH THE AGENCIES OF RECORD, WHICH ARE AS FOLLOWS:**

Advertising: John Underwood  
Tinsley Advertising  
2660 Brickell Ave.  
Miami, FL. 33129  
Phone: (800) 273-1242  
Fax: (305) 856-9236

Public Relations: Andy Newman  
Stuart Newman Associates  
2140 South Dixie Highway, Suite 203  
Miami, FL. 33133  
Phone: (305) 461-3300  
Fax: (305) 461-3311

Stuart Newman Associates (public relations) and Tinsley Advertising (advertising) are the TDC's agencies of record. You must include a letter from the agency of record indicating their permission for an event coordinator to utilize another outside vendor. This letter is required as backup to be included with your request for payment or reimbursement of services outside the agencies of record.

**PROCUREMENT SCHEDULE:** (Contact Florida Keys's Fishing Tournament Inc., Section IV, page 34 for specific information).

Issue RFP (date to be determined)

Proposal Submission Deadline (date to be determined)

FKFT Review/Evaluation of  
Proposals (date to be determined)

TDC Review (date to be determined)

Upon receipt of application, Florida Keys Fishing Tournaments, Inc., recommendation committee will notify tournament organizers of hearing date. Personal appearance is required and tournament organizers will be notified as to the disposition of any allocation within ten (10) working days of the hearing date.



## **APPLICATION PROCESS:**

- I. Applicants must complete the following to the best of their ability:
  - a. Notice of Intent to Affiliate - Attachment A - page 41.
  - b. Affiliate Questionnaire - Attachment B - pages 42-43.
  - c. Tournament History Questionnaire - Attachment C - page 44.
  - d. Budget Breaddown – Attachment D – page 45
  - e. Tournament Schedule of Events – Attachment E – page 46.
  - f. Tournament Director Report – Attachment F-G – page 47-48.
  - g. No – Resale Agreement – page 50.
  - h. Statement of Income and Expenses signed by Treasurer and notarized (first time applicants must submit a detailed budget projection) Attachment H – page 51-52.
  - i. Tournament Rule Requirements – page 53.
  - j. Copy of Insurance – Attachment I – Page 54 (12/11/96)
  - k. Action Plan for Parking/Road Closures/Security/Trash.
- II. As part of the application package, a summary of past year's tournament including the following: marked as Attachment F & G pages 47-48.
  - a. Printed advertising, if available
  - b. Media Coverage
  - c. Photos, etc.,

## **AGREEMENT TO FOLLOW PRINCIPLES:**

- A. Applicants must agree to follow the principles of the Florida Keys Fishing Tournaments, Inc., as they relate to tournament operation under the following guidelines:

\*It is the intent of Florida Keys Fishing Tournaments, Inc. to obtain National Sponsors to assist the operational funding of member tournaments. It is, therefore, a requirement of member tournaments to act in a judicious manner avoiding any and all conflicts of interest with sponsor products or services.

\*Member tournaments, will be required to make available space for sponsors banners, product displays, etc., at tournament events, and display the Monroe County Tourist Development Council, and Florida Keys Fishing Tournaments, Inc. logos on the front page of any poster, flyer, or brochure. Member tournaments must incorporate the general principles of the I.G.F.A. rules in their tournament rules, and no member tournament may be strictly a “kill” tournament, conservation and release must constitute a significant element of the format.

\* All member tournaments must be open to the public at large.

\* All member tournaments must file required government returns.

B. Member tournaments must agree to resolve any local/national sponsor conflicts within one year.

### **CRITERIA FOR EVALUATION:**

#### **PROPOSED EXPERIMENTAL APPROPRIATION FORMULATION**

Evaluation of Proposals: Proposer selection will be based on a formulation based on the following criteria: (Attachment C page 44)

YEAR 1: As appropriated. (Maximum cannot exceed \$5,000).

YEAR 2: 30% of total entry fees collected in previous year  
X number of fishing days.

YEAR 3: 25% of total entry fees collected in previous year  
X number of fishing days.

YEAR 4: 20% of total entry fees collected in previous year  
X number of fishing days X % of OUT OF COUNTY ANGLERS.

YEAR 5: 15% of total entry fees collected in previous year  
X number of fishing days X % of OUT OF COUNTY ANGLERS.

YEAR 6: 10% of total entry fees collected in previous year  
X number of fishing days X % of OUT OF COUNTY ANGLERS.

After year 6, all funding would be appropriated based on the year 6 formulation.

The Appropriations Committee reserves the right to increase or decrease the amount of funding IN THE EVENT OF EXTENUATING CIRCUMSTANCES.

APPROPRIATION FORMULATION  
YEARS 1, 2 & 3

YEAR 1: MAXIMUM \$5,000.00  
YEAR 2: 30% OF ENTRY FEES  
YEAR 3: 25% OF ENTRY FEES

\_\_\_\_\_ % OF TOTAL ENTRY FEES COLLECTED IN PREVIOUS YEAR  
x \_\_\_\_\_ NUMBER OF FISHING DAYS  
= \_\_\_\_\_ TOTAL

APPROPRIATION FORMULATION  
YEARS 4, 5 & 6

YEAR 4: 20% OF ENTRY FEES  
YEAR 5: 15% OF ENTRY FEES  
YEAR 6: 10% OF ENTRY FEES

\_\_\_\_\_ % OF TOTAL ENTRY FEES COLLECTED IN PREVIOUS YEAR  
x \_\_\_\_\_ NUMBER OF FISHING DAYS  
= \_\_\_\_\_  
x \_\_\_\_\_ % OF OUT OF COUNTY ANGLERS  
= \_\_\_\_\_ TOTAL

Once the application for funding has been submitted, approval is required as follows:

1. Florida Keys Fishing Tournaments, Inc.;
2. Monroe County Tourist Development Council;
3. Budget requires approval of both agencies of record - Tinsley Advertising (page 36) and Stuart Newman Associates (page 36);
4. Five (5) copies of the Funding agreement including Public Entity Crimes affidavit (pages 55-58), approved budget and schedule of events will be sent from the TDC Administrative Office to each Tournament Director for signature;
5. Five (5) original Funding agreements, duly signed and notarized as outlined returned to Administrative Office by Tournament Director;
6. Final approval from the Monroe County Board of County Commissioners;
7. Five (5) copies of Funding agreement forwarded to the Clerk of the Circuit Court for final execution;
8. Upon receipt of executed copies of the Funding agreement by the TDC Administrative Office, the Tournament Director will receive:
  - a. Original funding agreement (see attachment J, pages 55-58)
  - b. Public Entity Crimes Affidavit (see attachment K, pages 59-60)
  - c. Budget Breakdown (see attachment D, page 45)
  - d. Schedule of Events (see attachment E, page 46)
  - e. Reimbursement Procedures (see attachment L, pages 61-62)
  - f. Reimbursement/Direct Payment Affidavit (see attachment M, pages 63)
  - g. Logo information (see attachment N, page 64)
  - h. Acceptable/Non Acceptable Expenses (see attachment O, pages 65-66)

PLEASE NOTE: TDC acceptable expenditure incurred prior to the effective date of the Funding agreement will not be reimbursed.

**SAMPLE  
ATTACHMENT A**  
NOTICE OF INTENT TO AFFILIATE WITH  
FLORIDA KEYS FISHING TOURNAMENTS, INC.

We, the undersigned, do hereby petition the Florida Keys Fishing Tournaments, Inc., to become a member Tournament under the guidelines set forth by the Monroe County Board of County Commissioners and the Monroe County Tourist Development Council as set forth in the corporation by-laws.

As a member Tournament it is understood that we may apply for Tournament funding under the provisions outlined in the Florida Keys Fishing Tournaments, Inc., CRITERIA FOR EVALUATION OF TOURNAMENT FUNDING PROPOSALS (pages 42-44).

It is further understood that the Florida Keys Fishing Tournaments, Inc., is an umbrella organization in contractual agreement with the Monroe County Board of County Commissioners to function as primary agent for dispersal of allocated funds received from the Monroe County Tourist Development Council for the promotion and advertising of fishing tournaments in the Florida Keys (Monroe County).

By this petition it is agreed that the undersigned will cooperate with the Florida Keys Fishing Tournaments, Inc., its corporate sponsors (if applicable), and officers to increase the quality of fishing tournaments in the Florida Keys.

(Tournament)  
Name of Applicant \_\_\_\_\_ District: \_\_\_\_\_

Address \_\_\_\_\_

Officers; (print name)	Position:
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_____	_____
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_____	_____
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_____	_____
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_____	_____
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_____	_____
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Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Deadline: \_\_\_\_/\_\_\_\_/\_\_\_\_

Any funding package received incomplete could result in reduced or no funding!

**SAMPLE  
ATTACHMENT B  
AFFILIATE QUESTIONNAIRE**

1. OFFICIAL TOURNAMENT NAME:

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2. NAME OF PETITIONING ORGANIZATION OR PERSON & POSITION:

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3. MAILING ADDRESS

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CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

4. PERSON IN CHARGE(DIRECTOR) \_\_\_\_\_

5. PHONE #: (\_\_\_\_) \_\_\_\_\_ 6. FAX #: (\_\_\_\_) \_\_\_\_\_

7. ADDRESS (IF DIFFERENT FROM #3): \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

8. EMAIL: \_\_\_\_\_ 9. CHECK ONE: FOR PROFIT \_\_\_\_\_

NON-PROFIT \_\_\_\_\_

10. LOCATION OF TOURNAMENT AND/OR HOST SITE (ADDRESS/MILE MARKER)

---

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

11. 200\_ TOURNAMENT DATES  
(REQUIRED)

12. 200\_ TOURNAMENT DATES  
(REQUIRED)

---

13. FORMAT: I.E., (RELEASE, MODIFIED RELEASE, WEIGHT, FISH, ETC.)

---

**ATTACHMENT B CONTINUED**

14. TARGET SPECIES (IF MORE THAN ONE, LIST SEPARATELY)

---

15. ENTRY FEE:                      16. CHECK ONE:  
\$ \_\_\_\_\_ ADULTS                      ANGLER \_\_\_\_\_  
\$ \_\_\_\_\_ CHILDREN                      BOAT \_\_\_\_\_  
\$ \_\_\_\_\_ SOCIAL

17. DESCRIBE HOW THIS TOURNAMENT WILL 1) BENEFIT & EXPAND TOURISM 2)  
DEMONSTRATE SOUNDNESS OF PROPOSED TOURNAMENT IN MONROE COUNTY:

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(USE SEPARATE SHEET IF NECESSARY)

LIST DOLLAR AMOUNTS IN LINE ITEMS ON THE BUDGET BREAKDOWN PROVIDED IN  
ATTACHMENT D, PAGE 45.

**SAMPLE  
ATTACHMENT C**  
TOURNAMENT HISTORY QUESTIONNAIRE  
FISCAL YEAR 20\_\_

1. NAME OF TOURNAMENT \_\_\_\_\_
2. AGE OF TOURNAMENT \_\_\_\_\_ YEARS.
3. AMOUNT OF ENTRY FEES COLLECTED IN THE PREVIOUS YEAR TOURNAMENT  
\$ \_\_\_\_\_
4. NUMBER OF FISHING DAYS \_\_\_\_\_
5. TOTAL NUMBER OF REGISTERED ANGLERS \_\_\_\_\_
6. TOTAL NUMBER OF OUT-OF-COUNTY ANGLERS \_\_\_\_\_



**SAMPLE  
ATTACHMENT D**

BUDGET BREAKDOWN  
FLORIDA KEYS FISHING TOURNAMENTS, INC.  
FISCAL YEAR 20\_\_

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DIRECT MAIL & POSTAGE:	\$ _____
BROCHURES, POSTERS, PROGRAMS, PATCHES:	\$ _____
TROPHIES:	\$ _____
PHOTOPROGRAM:	\$ _____
MEDIA ADVERTISING:	\$ _____
T-SHIRTS, CAPS, JACKETS:	\$ _____
*GENERAL - NON-ALLOCATED:	\$ _____
	-----
	\$ _____

\*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE TOURNAMENTS  
TOTAL BUDGET.

\*TOURNAMENTS CAN NOT EXCEED MORE THAN 30% OF THE TOTAL BUDGET  
IN TROPHY LINE ITEM EXCEPT WHEN TOURNAMENTS GET SPECIAL APPROVAL FROM FKFT,  
INC. BOARD OF DIRECTORS. 3/5/97

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SIGNATURE

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DATE

**SAMPLE  
ATTACHMENT E**

FLORIDA KEYS FISHING TOURNAMENTS, INC.,  
TOURNAMENT SCHEDULE OF EVENTS  
FISCAL YEAR 20\_\_

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**PRINT TOURNAMENT NAME**

DAY 1	____:____	AM LINES IN WATER
	____:____	PM LINES OUT OF WATER
	____:____	PM EVENING EVENT
	____:____	PM WEIGH-IN OVER
	____:____	PM OTHER EVENT _____
DAY 2	____:____	AM LINES IN WATER
	____:____	PM LINES OUT OF WATER
	____:____	PM EVENING EVENT
	____:____	PM WEIGH-IN OVER
	____:____	PM OTHER EVENT _____
DAY 3	____:____	AM LINES IN WATER
	____:____	PM LINES OUT OF WATER
	____:____	PM EVENING EVENT
	____:____	PM WEIGH-IN OVER
	____:____	PM OTHER EVENT _____
DAY 4	____:____	AM LINES IN WATER
	____:____	PM LINES OUT OF WATER
	____:____	PM EVENING EVENT
	____:____	PM WEIGH-IN OVER
	____:____	PM OTHER EVENT _____

**SAMPLE  
ATTACHMENT F**

FLORIDA KEYS FISHING TOURNAMENTS, INC.,  
TOURNAMENT DIRECTORS REPORT 20\_\_

NAME OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

LOCATION OF EVENT: \_\_\_\_\_

TARGETED SPECIE(S): \_\_\_\_\_

TACKLE REQUIREMENTS: \_\_\_\_\_

TOTAL # OF FISHING DAYS: \_\_\_\_\_

DAILY FISHING HOURS: \_\_\_\_\_

# OF VESSELS PARTICIPATING: \_\_\_\_\_

# OF ANGLERS PARTICIPATING: \_\_\_\_\_

TOTAL # OF TARGETED SPECIE(S) HOOKED: \_\_\_\_\_

TOTAL # OF TARGETED SPECIE(S) CAUGHT: \_\_\_\_\_

-----

FOR FKFT USE ONLY

# OF VESSELS \_\_\_\_\_ X TOTAL HOURS OF EFFORT = \_\_\_\_\_ HOURS OF EFFORT

# OF TARGETED SPECIE(S) HOOKED - HOURS OF EFFORT = \_\_\_\_\_ HPUE

# OF TARGETED SPECIE(S) CAUGHT - HOURS OF EFFORT = \_\_\_\_\_ CPUE

**SAMPLE  
ATTACHMENT G**

FLORIDA KEYS FISHING TOURNAMENTS, INC.,  
TOURNAMENTS DIRECTOR REPORT 20\_\_  
**(LAST COMPLETED TOURNAMENT RESULTS)**  
WINNERS BY CATEGORY

PRINT TOURNAMENT NAME \_\_\_\_\_

(PLEASE USE RESULTS FROM YOUR LAST TOURNAMENT COMPLETED)

CHAMPION:        NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT: \_\_\_\_\_

1<sup>ST</sup> PLACE:        NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT: \_\_\_\_\_

2<sup>ND</sup> PLACE        NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT \_\_\_\_\_

3<sup>RD</sup> PLACE        NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT: \_\_\_\_\_

FLORIDA KEYS FISHING TOURNAMENTS, INC.  
PARKING/ROAD CLOSURE/SECURITY/TRASH 2000-2001

SUBMIT A DETAILED ACTION PLAN INCLUDING APPROPRIATE PERMIT(S) IF APPLICABLE AS TO HOW PARKING, SECURITY, ROAD CLOSURES AND TRASH WILL BE HANDLED DURING YOUR EVENT. THE PLAN SHOULD INCLUDE:

- 1.) IF YOUR EVENT WILL REQUIRE ROAD CLOSURES, ENCLOSE A COPY OF THE APPROVAL BY THE APPROPRIATE COUNTY/MUNICIPAL ENTITY. \_\_\_\_\_

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- 2.) HOW DOES YOUR MARKETING PLAN ACCOMMODATE PARKING AND TRANSPORTATION AS IT RELATES TO YOUR EVENT? \_\_\_\_\_

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- 3.) HOW WILL YOUR EVENT HANDLE SECURITY AND TRASH REMOVAL? \_\_\_\_\_

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FLORIDA KEYS FISHING TOURNAMENTS, INC.  
NO-RESALE AGREEMENT  
FISCAL YEAR 2000-2001

I \_\_\_\_\_ OF \_\_\_\_\_  
(Director's Name) (Tournament Name)

---

Hereby declare any items purchased with Monroe County Tourist Development Council and Board of County Commission funds can not be sold.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_  
\_\_\_\_\_ known to be the persons named in and who executed the foregoing document.

My commission expires:

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

**SAMPLE  
ATTACHMENT H**

**(NAME OF TOURNAMENT)**

**STATEMENT OF INCOME AND EXPENSES**

Oct. 1, ____	Oct. 1, ____	Oct. 1, ____
Sept. 30, ____	Sept.30, ____	Sept. 30, ____
Actual	Actual	Projected

**INCOME:**

SPONSORS (CASH)	\$ _____	\$ _____	\$ _____
ENTRY FEES	\$ _____	\$ _____	\$ _____
T-SHIRTS & CAPS	\$ _____	\$ _____	\$ _____
BANQUET	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____

**OTHER FUNDS:**

FISHING UMBRELLA	\$ _____	\$ _____	\$ _____
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<b>TOTAL INCOME</b>	\$ _____	\$ _____	\$ _____
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**EXPENSES:**

POSTAGE	\$ _____	\$ _____	\$ _____
T-SHIRTS & CAPS	\$ _____	\$ _____	\$ _____
DIRECTOR FEES	\$ _____	\$ _____	\$ _____
BROCHURES & PATCHES	\$ _____	\$ _____	\$ _____
KICKOFF/AWARD BANQUET	\$ _____	\$ _____	\$ _____
PRIZES AND/OR TROPHIES	\$ _____	\$ _____	\$ _____
KICK-OFF TOURNAMENT	\$ _____	\$ _____	\$ _____
DUES, LICENSES,INSURANCE	\$ _____	\$ _____	\$ _____
MEDIA ADVERTISING	\$ _____	\$ _____	\$ _____
STATIONARY/OFFICE SUPPLIES	\$ _____	\$ _____	\$ _____
PHOTO PROGRAM	\$ _____	\$ _____	\$ _____
BROCHURE, PRINTING	\$ _____	\$ _____	\$ _____
SIGNAGE	\$ _____	\$ _____	\$ _____
COMPUTER	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
<b>TOTAL EXPENSES</b>	\$ _____	\$ _____	\$ _____

## ATTACHMENT H CONTINUED

### (NAME OF TOURNAMENT)

#### STATEMENT OF INCOME AND EXPENSES

Oct. 1, _____ Sept. 30, _____ Actual	Oct. 1, _____ Sept.30, _____ Actual	Oct. 1, _____ Sept. 30, _____ Projected
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<b>INCOME LESS EXPENSES:</b>	\$ _____	\$ _____	\$ _____
<b>DONATED SERVICES:</b>			
MEDIA ADVERTISING	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____
<b>NET PROFIT (LOSS)</b>	\$ _____	\$ _____	\$ _____
<b>RETAINED PROFIT (LOSS)</b>			
<b>FROM PRIOR YEAR</b>	\$ _____	\$ _____	\$ _____
<b>RETAINED PROFIT AT END</b>			
<b>OF EACH YEAR</b>	\$ _____	\$ _____	\$ _____

I CERTIFY THAT THE ABOVE FINANCIAL INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE:

\_\_\_\_\_  
Director's Signature

THE ABOVE \_\_\_\_\_ BEING WELL KNOWN TO ME, OR HAVING PROVIDED ACCEPTABLE  
IDENTIFICATION DEPOSES AND STATES THAT THE INFORMATION IS CORRECT TO THE BEST OF HIS/HER KNOWLEDGE  
AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
SEAL:

NOTARY PUBLIC, STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

THE ABOVE LISTED CRITERIA IS THE SOLE BASIS FOR APPROVAL AS REQUIRED BY THE BY-LAWS OF THE FLORIDA KEYS  
FISHING TOURNAMENT, INC.



FLORIDA KEYS FISHING TOURNAMENTS, INC.

## TOURNAMENT RULE REQUIREMENTS

FISCAL YEAR 20\_\_-20\_\_

TOURNAMENT NAME: \_\_\_\_\_

1. ATTACH OR WRITE A COPY OF TOURNAMENT RULES: \_\_\_\_\_

[illegible]

2. ATTACH OR WRITE A COPY OF SCORING SYSTEM:\_\_\_\_\_

[illegible]

## ATTACHMENT I

### FLORIDA KEYS FISHING TOURNAMENTS, INC. INSURANCE REQUIREMENT 20\_\_- \_\_

AT THE NOVEMBER 4, 1996 GENERAL MEETING THE FOLLOWING MOTION WAS PASSED UNANIMOUSLY:

MOTION BY DALE BITTNER, SECONDED BY DAVE NAVARRO TO AMEND MOTION ON SEPT. 4, 1998 MEETING MINUTES #VI. TO READ: TO CONTACT ALL TOURNAMENTS FUNDED AND ASK FOR A COPY OF INSURANCE POLICY INCLUDING FKFT, INC AS A INSURER FOR EACH EVENT AND IN 1998 MAKE IT A REQUIREMENT. UNANIMOUS VOTE.

WHEN SUBMITTING THE FOLLOWING FUNDING PACKAGE FOR FISCAL YEAR 1999 PLEASE ATTACH A COPY OF THE INSURANCE.

#### INSURANCE CRITERIA - 4/9/97

MOTION BY DAVE NAVARRO, SECONDED BY CHESTER MARR TOURNAMENTS MUST SUBMIT A COPY PROOF OF INSURANCE WITH FKFT AS AN ADDITIONAL RIDER 60 DAYS PRIOR TO THE EVENT IN ORDER TO RECEIVE REIMBURSEMENT. UNANIMOUS VOTE.

DUE TO THE PROBLEM WITH SMALLER TOURNAMENTS NOT BEING ABLE TO GET A COPY OF THE INSURANCE A YEAR AHEAD OF TIME TO THE ABOVE MOTION ALLOWS TOURNAMENTS TO TURN THEIR INSURANCE REQUIREMENT IN NO LATER THAN 60 DAYS PRIOR TO THE EVENT. TOURNAMENTS THAT DO NOT GET THEIR INSURANCE RIDER IN PRIOR TO THE DEADLINE WILL NOT BE ELIGIBLE FOR THE FUNDING APPROVED BY FKFT, INC. IN THAT FISCAL YEAR!

## SAMPLE ATTACHMENT J

### FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and **(Organization/Entity)**. (Hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$\_\_\_\_\_ (**Number of Dollars**) for promotion and related expenditures **effective October 1, 200\_**, as described in the event budget, attached hereto as Exhibit B, for production of **the (Name of Event/Tournament and date of Event/Tournament)**. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 200\_. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2003 all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 200\_.

3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **“Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are”** logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark “Florida Keys & Key West Come as you are”. **Radio Advertising should read** “Brought to you by the Monroe County Tourist Development Council”.

11. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Event Sponsor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* Certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor's insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as “Additional Insured” on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled “Request for Waiver of Insurance Requirements” and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(SEAL)  
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)

(Organization/Entity)

Attest:

By. \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

OR \_\_\_\_\_

\_\_\_\_\_  
Witness

## ATTACHMENT K

### PUBLIC ENTITY CRIMES FORM

#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual s name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

who business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: \_\_\_\_\_

I understand that a public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understanding that convicted or conviction as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an affiliate as defined in Paragraph 287.133(1)(1), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person or shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

Events

>> Continued

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term person includes, those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement or one of more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICERS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.0917, FLORIDA STATUTES FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(printed typed or stamped  
commissioned name of notary public)



## ATTACHMENT L

### REIMBURSEMENT PROCESS

Please direct all your payment/reimbursement requests to the following address:

Monroe County Tourist Development Council  
Monroe County Finance Department  
P.O. Box 1398  
Key West, FL. 33041  
Phone: (305) 292-3536  
Fax: (305) 295-3660

Within the Fishing Umbrella Events, the monies received by the Tournament Director are to be used within the approved acceptable list of TDC expenses (Refer to Attachment O page 65-66) without any restriction as to out-of-county advertising. Each Umbrella shall appropriate a minimum of 30% of the funds of the Umbrella for out-of-county advertising and public relations effective October 1, 1994. The remainder or 70% that has not been allocated to advertising/public relations within the Umbrella shall be allocated by the Umbrella to the applicants and the budget, which is included with the application, will be individually reviewed by the Umbrella, the applicant and the advertising/public relations agencies of record. There cannot be more than a 10% deviation on the approved budget. No amendments will be permitted after this approval process. 9/14/91

This list may not reflect all acceptable or unacceptable items and is applicable only as a guideline. Any questions you may have can be directed to the Administrative Office in writing. Refer to Section IV, page 35 for information. 05/08/91

Any Tournament receiving funding under the Umbrella organization will not be eligible for further funding under another event category. 08/14/91

TDC FUNDED ITEMS: Items funded by the TDC are not to be sold, including T-shirts, etc. 9/14/94

SUBMISSION OF REIMBURSEMENT/INVOICE REQUEST shall be within 90 days of the event. Tournaments that occur in July, August, & September have until September 30th of that year to request reimbursement. After September 30th the funding will not be available due to end of fiscal year.

It is the Tournament Director's responsibility to make sure all materials for reimbursement package have attached the Reimbursement Application and a sample of all items purchased and are in order for timely processing.

## **ATTACHMENT L CONTINUED**

**DIRECT PAYMENT TO VENDORS:** Original invoices have to be submitted for direct payment to vendors. Copies and faxes are not acceptable. If you contract work that will be directly billed to the TDC, please supply your supplier with the proper form (Attachment M page 63) that specifies the name of the event and line item number on the original invoice.

**REIMBURSEMENTS:** Reimbursement request must be accompanied by an original invoice. Copies and faxes are not acceptable. If a canceled check is available showing payment of goods and services please submit with the reimbursement affidavit. (Attachment M page 63).

**ADVERTISING:** All advertising has to be approved by the agency of record (Tinsley Advertising refer to Section IV, page 36), and approval of all printed material will have to be submitted along with Original invoice to the Monroe County Finance Department in order to receive reimbursement.

Printed material such as BROCHURES, PAMPHLETS, POSTERS, NEWSPAPER, AND MAGAZINE ADS need to be attached to Original invoice. RADIO ADS need a form from the radio station showing dates and times of airing or notarized affidavit from radio station sustaining the air date and times. Submit in writing the actual verbiage used in the commercial. FILM & PHOTO processing must also have original receipt or invoice attached to a contact sheet. DIRECT MAIL & POSTAGE need a one page sample of mailing list.

**T-SHIRTS, JACKETS, CAPS, AND BAGS:** submit a photo copy of front and back (if there is anything printed), along with the original invoice. Please do not send the actual item.

**BANNER REIMBURSEMENT:** a photo of the banner is required for reimbursement along with the original invoice. Make sure the logos in the photo is readable.

**ACCEPTABLE TROPHIES:** framed art work, framed photography, engraved crystal and glass, plaques, trophy, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date, and location). 9/14/94 For TROPHY reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company. TDC approved 8/13/03.

## Attachment M

Request for  
Reimbursement/Direct Payment  
by  
Monroe County  
Tourist Development Council

The following is a summary of the expenses for:

Line item Number:

Check #	Payee	Make Check Payable to:	Goods/ Services	Budgeted Amount	Billed Amount
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
	(a)	Total reimbursement			\$ _____
	(b)	Total direct Payment			\$ _____
	(c)	Total prior payments			\$ _____
	(d)	Total requested & paid (a+b+c)			\$ _____
	(e)	Total contract amount			\$ _____
	(f)	Balance of contract (e-d)			\$ _____

I certify that the goods/services on the attached original invoices, submitted to the Monroe County Tourist Development Council for direct payment, have been received.

I certify that the above checks, submitted for reimbursement, have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Tourist Development Council and the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

---

Event Coordinator

### Attachments (supporting documentation)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
Notary Public

Events Procedures  
>> Continued

**ATTACHMENT N**  
**FISHING UMBRELLA LOGO USAGE:**

Use on all ads, color or b/w.

On all printed material - including posters, flyers, brochures, etc. - Two logos(TDC & FKFT, Inc.) must be used.

[All other approved sponsors (Yamaha) will be used in generic advertising & collateral]

T.V. - logos must appear at the conclusion of commercial.

Radio - no logo; mention sponsors in spot, i.e., "Brought to you by the Monroe County Tourist Development Council."

Videos - use all logos.

Trophies - only use the tournament name, date & location.

Banners - TDC logo only (Florida Keys & Key West).

T-shirts, Hats, Jackets, Koozie Cups - Use TDC logo. 12-11-96

Embroidery - only use tournament logo & location (Key West, etc) TDC approved 8/13/03



**THE FLORIDA KEYS & KEY WEST**  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
**Come as you are®**

Florida Keys and Key West Logo: The Florida Keys and Key West logo shall appear as follows:

Black/White Logo: On all material not using four (4) color processing printing, the Florida Keys and Key West Logo Shall be featured in black and white (PMS Black). 06-12-91

**THE FLORIDA KEYS & KEY WEST**  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
**Come as you are®**

The Advertising Agency will provide the logo to be placed in all advertising. If a charitable rate can be obtained, the decision to drop the logo shall be made through the discretion of the agencies, the Marketing Director and the event coordinator. 02/06/91

## ATTACHMENT O

### EXAMPLES OF ACCEPTABLE AND NON-ACCEPTABLE EXPENSES

#### Acceptable

Newspaper Ads\*  
Radio Advertising\*  
Brochures\*  
Direct Mail Piece\* & Postage  
Posters\*  
Street Banners\*  
Table Tents (Advertising Piece\*)  
Koozie Cups  
Ribbons\*\*\*  
Press Room Telephone Expense under  
    Separate Numbers  
Trophies\*\*\*  
Sanctions Fees\*\*  
Programs as long as they serve as  
promotional  
    item, i.e. info on the area  
    map and writeups should  
    be sent out as promotional piece

Professional Photographer--for specific  
purposes--each request individually  
approved.

T.V. Ads\*

Helicopter rental as required by the  
agencies of record for TDC

Transportation, Lodging & Meals for  
not-for-profit bands (i.e. representing  
government, school, universities, etc.)

T-Shirts, Jackets\*\*\*\*

Hats\*\*\*\*

Flags\*\*\*\*

Programs\*\*\*\*

Production costs for advertising

Public Relations Expenses

Internet Advertising

TDC Website only

\* All advertising and promotional items must indicate credit to the Florida Keys  
and Key West.

\*\* Sanction Fees: Per interpretation of the County Attorney's Office. When a sanctioning body  
concurs, confirms, or ratifies and act or event, it is said to have sanctioned the act or event.

#### Non-Acceptable

Newsletters  
Administrative Expenses  
Office Supplies  
Utilities  
Rent  
Passes and Buttons  
Security  
Prize Money  
Raffle Tickets  
Concession Items, i.e.  
food items to be sold  
Rental of Equipment  
Insurance  
Programs which serve in-house only

Auditions Notices

Stationary/Envelopes  
unless special event

Salaries, wages, fees,  
i.e. artists' fees,

consultations fees,

Directors, Secretarial Services,

Road Company fees

Crane Rentals

Hotel Rooms for VIP's

Ambulances

Prizes for Raffles

Construction materials for  
stages, docks, etc.

The sanctioning body, however, is not the entity that actually produces or sponsors the event. A classic example of sanctioned events are competitions, sporting events, and races.

A sporting event - such as a football game, or a competition - such as a power boat race, are produced at the local level. However, for the event to rise to the stature of a national competition it must be sanctioned by an organization, such as the NFL or the American Power Boat Association. The fee that is paid to the sanctioning organization directly enhances the promotability, the stature, and the advertising potential, along with the likelihood that viable national sponsors will aid in the promotion and advertising of the event.

Artist Fee: In contrast with sanction fees what is termed artist fees, road company fees, etc., is compensation of the participants, performers, or producers of the events. Artist fees, road company fees, concert fees, and direct event production costs, unless they are intended primarily to advertise or promote an event, are an improper expenditure of TDC funds under Florida statute.

\*\*\* Trophies and Ribbons must indicate location (i.e. Islamorada, Key Largo, etc.) name and date of event. The list of recipients must be provided for reimbursement. Must be promotional in nature and presented as an award. 01/22/92

\*\*\*\* Items that are funded by BOCC and subsequently sold (see Section II, page 13).

This list may not reflect all acceptable or unacceptable items and is to be used only as a guideline. Any questions you may have can be directed to the Administrative Office in writing. 05/08/91

TDC FUNDED ITEMS: Items funded by the TDC are NOT to be sold. 09/14/94

PURCHASE OF ITEMS WITH TDC FUNDS: Property being defined as fixtures and other tangible personal property of a non-consumable nature purchased with TDC funds, as stated above, is owned by the BOCC/TDC and therefore must be included in the inventory listing of Monroe County and tagged accordingly as required by the Auditor General. \*(F.S. 274.02)

If the purchase price of the item involved is \$500 or more, this item is defined by the Clerk of the Circuit Court for Monroe County as a 'capital outlay' purchase and must be so noted. Capitalized items must be appropriated as such disposal of capitalized items will be governed by county policy. 06/12/91

\* i.e. computers, paintings, VCR's recording equipment, postage machines, FAX machines, copiers, etc.



**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
APPLICATION FOR CULTURAL UMBRELLA EVENT FUNDING**

October 1, 200\_ through September 30, 200\_

Please number pages. The page numbers and page breaks should be the same as this application. Pages may be inserted as needed. Number inserted pages the same as the page before plus sub-numbers. Example: 2.1, 2.2, 2.3.

NAME OF PROPOSED EVENT:

VENUE (location/city):

DATE(S) OF EVENT:

AMOUNT REQUESTED: (Maximum request: \$25,000.00)

**I. EVENT PRODUCER INFORMATION** (The event producer is the organization or individual who is responsible for the event. In some cases, the event producer and the event are the same, for example: The Keys Players. In other cases, they are different, for example: the Pigeon Key Arts Festival is the event; the Pigeon Key Foundation is the producer.)

A. NAME OF EVENT PRODUCER:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

YEAR LEGALLY ESTABLISHED (if organization):

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:

SUMMARIZE HISTORY OF EVENT PRODUCER:

B. CONTACT PERSON (should be familiar with application and authorized to speak for event sponsor):

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

C. ALTERNATE CONTACT PERSON:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

D. AUTHORIZED PERSON List name of President and other individual(s) authorized to execute contracts and otherwise act on behalf of event producer:

NAME:

TITLE:

E. STAFF List staff members including volunteers responsible for administering and organizing this event with evidence of their qualifications and capabilities to accommodate the demands of the event.

NAME

QUALIFICATIONS AND CAPABILITIES

F. EVENT PRODUCER'S FINANCIAL STATEMENT Insert producer's total budget and financial statement, compilation, review or audit for the last completed fiscal year. Number as page 2.1, 2.2 etc.



## II. HISTORY OF PROPOSED EVENT

A. NUMBER OF YEARS this event has been produced: \_\_\_\_\_

3rd year and beyond – 1

2nd year event – 2

1st year event – 3

**1 2 3**

B. PREVIOUS FUNDING of this event from the Monroe County Tourist Development Council and by other state or federal agencies during the last five years.

Source of funding	Amount Requested	Amount Received	Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## III. PROPOSED EVENT INFORMATION

A. MONTH(s) OF EVENT (Please circle the appropriate month. Shoulder and off-season events will receive higher scoring)):

January	4	July	4
February	1	August	4
March	1	September	5
April	1	October	5
May	3	November	5
June	5	December (1-20)	5

**1 2 3 4 5**

B. Number of days of event per year

One day	1
2-7 days	2
8-30 days	3
31-60 days	4
more than 60 days	5

**1 2 3 4 5**

### C. NARRATIVE SUMMARY OF EVENT

Outline goals and objectives and describe in detail the proposed event. (What are you going to do and how are you going to do it?)

**1 2 3 4 5**

## EXHIBIT A

D.

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA  
**SCHEDULE OF EVENTS**

FISCAL YEAR 200\_

EVENT NAME: \_\_\_\_\_

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.

E. MARKETING PLAN The marketing plan must be approved in advance by the advertising and public relations agencies of record. See cover page for contact information. Insert approval letters as pages 6.1 and 6.2.

Detail Marketing Plan here. Include all aspects of the proposed event with estimated number of persons to be reached through the different media. Provide source of information for estimated numbers. Specifically state how you plan to spend the Cultural Umbrella funds requested and summarized in Exhibit B

**IV. QUALITY OF PROPOSED EVENT**

A. NARRATIVE Discuss the overall excellence of the event. Discuss the artistic excellence, the tourist appeal, and the extent to which the event is unique to Monroe County or the district. How does it promote and showcase the destination’s cultural, historic, and/or environmental resources?

## B. ATTENDANCE

NUMBER OF PEOPLE ANTICIPATED TO ATTEND THE EVENT, THE NUMBER ATTENDING THIS CURRENT YEAR AND ACTUAL PAST ATTENDANCE:

	Vendors/Participants			Admissions/Spectators		
	Anticipated	Current	Actual	Anticipated	Current	Actual
	200_	200_	200_	200_	200_	200_
Monroe County Residents						
Out of County, Florida						
Out of State						
TOTAL						

1 2 3 4 5

## C. DETERMINATION OF ATTENDANCE

1. HOW WAS PAST ACTUAL ATTENDANCE DETERMINED?

2. HOW WAS ANTICIPATED ATTENDANCE AT PROPOSED EVENT ESTIMATED?

3. PLAN FOR DETERMINING ACTUAL ATTENDANCE AT PROPOSED EVENT?

1 2 3 4 5

#### D. VALUE OF NATIONAL MEDIA EXPOSURE

1. Submit a detailed history of national and/or international media exposure of last event, and as a part of its entire package bringing guaranteed television, radio and newspaper advertising, including estimated reach and source of information. DO NOT INCLUDE PAID ADVERTISING.

**OR**

2. For a new event, submit the anticipated value of the new event to tourism. Include estimated media vendor circulation of your target market. DO NOT INCLUDE PAID ADVERTISING.

## **V. FINANCIAL INFORMATION:**

### **A. ALLOWABLE EXPENDITURES**

ALLOWABLE ADVERTISING AND PROMOTION EXPENDITURES THAT MAY BE REIMBURSED WITH TOURIST DEVELOPMENT COUNCIL - CULTURAL UMBRELLA FUNDS:

NEWSPAPER AND MAGAZINE ADS: List all publications where advertising will be placed. It is important that your ads are well balanced: the majority should be placed outside your district to encourage visitation and there should be some ads placed locally to encourage extended stay and provide visitors with information.

RADIO ADS: List all stations where advertising will be placed. Again, make sure ads are placed where visitors from outside your district will be made aware of your program.

BROCHURES: It is recommended that brochures be of weight and size that allows them to be placed in a standard rack and allows them to be mailed in a standard envelope with one stamp.

DIRECT MAIL PIECE AND POSTAGE: The cost of mailing items outside your district.

POSTERS: It is recommended that posters are of a reasonable size and cost. Distribution plans should be outlined.

STREET BANNERS: It is encouraged that reusable materials are purchased.

LOGO DESIGN: All artwork becomes the property of the Tourist Development Council. Copyrighted artwork that is being purchased has to be approved by the Umbrella. List artist to be contracted.

TABLE TENTS: List restaurants where tents will be distributed.

AWARDS: Must list the area and should be distributed to groups from outside region.

PROGRAM: Must be a promotional item. List distribution plans. If advertising is sold, the revenue raised must be deducted from the cost of the brochure.

PROFESSIONAL PHOTOGRAPHERS: Photos for brochures, programs, and publicity photographs must be approved by the advertising and public relations agencies *prior to being taken*.

TV ADVERTISING: List stations and audience. Majority of placement should reach an audience outside the district. ADVERTISING THROUGH THE INTERNET: Event-specific web pages may be submitted as part of the event advertising plan. Event-specific home pages will be featured on the TDC website only. Banner-style advertising is restricted to a hyperlink to the TDC website only. Production costs of the event-specific home page will be paid to third-party vendors. Pages produced by a third-party vendor must meet the TDC standards as set by [floridakeys.com](http://floridakeys.com) (telephone 305-292-1880)



B.

STATEMENT OF INCOME & EXPENSE  
FOR PROPOSED EVENT, CURRENT YEAR, AND LAST COMPLETED YEAR

The treasurer of the producer must sign this statement. The signature must be notarized. The figures for the last completed year should be actual. The items listed are for example only. Individual items can be changed or deleted to fit your event's income and expense.

EVENT NAME: \_\_\_\_\_

## INCOME

### INCOME FROM SALES & ADMISSIONS

	PROPOSED FY 200_	CURRENT FY 200_	ACTUAL FY 200_
	\$ _____	\$ _____	\$ _____
FOOD	\$ _____	\$ _____	\$ _____
BEVERAGE	\$ _____	\$ _____	\$ _____
BOOTH RENTAL	\$ _____	\$ _____	\$ _____
ENTRY /ADMISSION FEES	\$ _____	\$ _____	\$ _____
PHOTO CONTEST	\$ _____	\$ _____	\$ _____
PROMOTIONAL ITEMS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____

### OTHER INCOME (DO NOT INCLUDE IN-KIND)

A).CULTURAL UMBRELLA	\$ _____	\$ _____	\$ _____
SPONSORS/CONTRIBUTIONS	\$ _____	\$ _____	\$ _____
GRANTS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____

B). TOTAL INCOME	\$ _____	\$ _____	\$ _____
------------------	----------	----------	----------

Cultural Umbrella funds for the proposed FY are \_\_\_\_\_% of Total Income (A divided by B)

## EXPENSE

	PROPOSED FY 200_	CURRENT FY 200_	ACTUAL FY 200_
OPERATING EXPENSES			
* ADVERTISING & PROMOTION			
Media Advertising	\$ _____	\$ _____	\$ _____
Brochures, Posters, Programs	\$ _____	\$ _____	\$ _____
Direct Mail & postage	\$ _____	\$ _____	\$ _____
Photo Program	\$ _____	\$ _____	\$ _____
Public Relations	\$ _____	\$ _____	\$ _____
Promotional Items	\$ _____	\$ _____	\$ _____
(T-shirts, caps, jackets, etc.)			
Miscellaneous	\$ _____	\$ _____	\$ _____
SECURITY/CROWD CONTROL	\$ _____	\$ _____	\$ _____
SET-UP & CLEAN UP	\$ _____	\$ _____	\$ _____
EQUIPMENT RENTAL	\$ _____	\$ _____	\$ _____
INSURANCE	\$ _____	\$ _____	\$ _____
OFFICE EXPENSES	\$ _____	\$ _____	\$ _____
POSTAGE	\$ _____	\$ _____	\$ _____
RENT	\$ _____	\$ _____	\$ _____
DIRECTOR'S FEES	\$ _____	\$ _____	\$ _____
SALARIES	\$ _____	\$ _____	\$ _____
MISCELLANEOUS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
C). TOTAL EXPENSES	\$ _____	\$ _____	\$ _____
NET PROFIT/LOSS (B minus C)	\$ _____	\$ _____	\$ _____

\_\_\_\_\_  
Treasurer

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public at Large  
State of Florida (SEAL)

\*Cultural Umbrella funds may be spent only for advertising and promotion.

**1 2 3 4 5**

C.

## EXHIBIT B

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA EVENT FUNDS  
**BUDGET BREAKDOWN**

FISCAL YEAR 200\_

EVENT NAME: \_\_\_\_\_

MEDIA ADVERTISING \$ \_\_\_\_\_

BROCHURES, POSTERS, PROGRAMS \$ \_\_\_\_\_

DIRECT MAIL & POSTAGE \$ \_\_\_\_\_

PHOTO PROGRAM \$ \_\_\_\_\_

PUBLIC RELATIONS \$ \_\_\_\_\_

PROMOTIONAL ITEMS  
(T-SHIRTS, CAPS, JACKETS, ETC) \$ \_\_\_\_\_

MISCELLANEOUS\* \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**\*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET.**

**ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.**

**THE MAXIMUM REQUEST IS \$25,000.00.**

**FUNDS ARE PAID ON A REIMBURSEMENT BASIS.**

**ALL PRINT AND TELEVISION MATERIALS MUST DISPLAY THE CURRENT TDC LOGO.**

**ALL BROADCAST ADVERTISING PLACED OUTSIDE MONROE COUNTY MUST INCLUDE THE LINE "SPONSORED IN PART BY THE FLORIDA KEYS AND KEY WEST."**

**ALL BROADCAST ADVERTISING PLACED INSIDE MONROE COUNTY MUST INCLUDE THE LINE "SPONSORED IN PART BY THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL."**

**IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.**

D. CONTRIBUTIONS IN CASH, ANTICIPATED (Cash and in-kind contributions are important because they show community support.)

1. List anticipated cash contributions, sponsorships, grants. List each separately.

CONTRIBUTOR, SPONSOR, GRANT

AMOUNT

TOTAL \$ \_\_\_\_\_

2. Insert **letters of commitment** for each anticipated cash contribution or sponsorship. (Letters of commitments for anticipated grants are not necessary). Number letters as pages 14.1, 14.2, 14.3, etc.

**1 2 3 4 5**

## E. CONTRIBUTIONS IN-KIND, ANTICIPATED

1. List all in-kind anticipated contributions (including complimentary rooms, functions, services, and volunteer hours at up to \$10 an hour):

CONTRIBUTOR	TYPE	DOLLAR VALUE
-------------	------	--------------

TOTAL      \$\_\_\_\_\_

## 2. LETTERS OF COMMITMENT

Insert **letters of commitment** for each in-kind contribution. Number letters as pages 15.1,15.2, 15.3, etc.

3. TOTAL CASH AND IN-KIND CONTRIBUTIONS      \$\_\_\_\_\_

**1 2 3 4 5**

## **VI. SCORING SYSTEM**

Scoring will be considered under the following criteria:

- 1** – unacceptable
- 2** - below average
- 3** – average
- 4** - above average
- 5** - excellent

Upon evaluation of the application, the total scores will be tabulated and applications scoring 36 or more will be considered for funding. Those events that meet the minimum scoring requirements as noted above, will be ranked starting with the highest score.

**NON-COLLUSION AFFIDAVIT  
AND VERIFICATION**

I, \_\_\_\_\_, of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1) I am \_\_\_\_\_, the bidder making the Proposal for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
President's Name Typed

\_\_\_\_\_  
President's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, known to be the persons named in and who executed the foregoing document.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned  
Name of notary public)

## **SAMPLE** **FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and **(Organization/Entity)**. (Hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$\_\_\_\_\_ (**Number of Dollars**) for promotion and related expenditures **effective October 1, 200\_**, as described in the event budget, attached hereto as Exhibit B, for production of **the (Name of Event/Tournament and date of Event/Tournament)**. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 200\_. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2003 all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 200\_.



3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **"Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are"** logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing

the old logo/trade mark "Florida Keys & Key West Come as you are". **Radio Advertising should read** "Brought to you by the Monroe County Tourist Development Council".

11. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Event Sponsor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* Certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor's insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(SEAL)  
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)

**(Organization/Entity)**

Attest:

By. \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

OR \_\_\_\_\_

\_\_\_\_\_  
Witness

**Application for  
Bricks and Mortar/Capital Projects Grant**

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## **NOTICE**

**This Request for Bid Application is subject to change prior to its issuance should there be a change in policy by the Board of County Commissioners or the TDC.**

### **NOTICE OF CALLING FOR BIDS/APPLICATIONS**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE BIDDERS/APPLICANTS that on \_\_\_\_\_, 200\_ The Monroe County Purchasing Office will receive sealed bids applications until 5:00 p.m for the following:**

### **BRICKS AND MORTAR/CAPITAL PROJECTS**

**The following is a list of district boundaries in which funds will be allocated:**

Key West - (shall encompass the City Limits of Key West)

Lower Keys - (city Limits of Key West to West end of Seven Mile Bridge)

Marathon – (west end of Seven Mile Bridge to Long Key Bridge)

Islamorada - (between Long Key Bridge and mile marker 90.7)

Key Largo - (from mile marker 90.7 to the Dade/Monroe County line and any portions of Monroe County)

The respective districts wish to solicit bids applications for consideration within the parameters for such expenditures as outlined in F.S. 125.0104 - paragraph (5) (a) 1. thru 4. - Tourist Development Tax.

Specifications and Bid Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at Hyperlink <http://www.demandstar.com>. Questions regarding the Bid application should be directed to the Administrative Office of the Tourist Development Council,

(305) 296-1552. Any addenda to this Request for Applications (RFA) shall be distributed to vendors on the list of Demandstar distributees for this RFA.

All applications must be received by the Monroe County Purchasing Office on or before 5:00 p.m on \_\_\_\_\_, 200\_. No waivers shall be allowed for applications which have not been submitted to the County Purchasing Department by the close of business on the deadline date.

Applicants must submit two (2) signed originals and twelve (12) complete copies of each application in a sealed envelope clearly marked on the outside: "Sealed Application for Bricks and Mortar/Capital Projects Grant Funding", addressed and delivered to:

Purchasing Office, 1100 Simonton Street, Room 2-213, Key West, Florida 33040

The Board will automatically reject the application of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to those applicants whose applications are/is deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

## **CAPITAL PROJECTS**

### **MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) THIRD PENNY**

#### **Permissible Uses of Funds**

All Capital projects funded by TDC shall be owned and operated by either a governmental entity or non-profit organization.

Tourist Development capital project funds may be used in Monroe County as follows:

1. To acquire, construct, extend, enlarge, remodel, repair, or improve one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the taxing district in which the tax is levied.
2. To finance beach improvement, maintenance, re-nourishment, restoration, and erosion control. To acquire, construct, extend, enlarge, remodel, repair, improve, or promote one or more museums, zoological parks, fishing piers or nature centers.

**\*\*Please note that part 1, Item 12 (page 10) and part VII, Item 6 (page 26) require the Grantee to provide for maintenance.**

#### **The following information must be provided:**

- Demonstration of the need for project,
- Specific benefits to Monroe County tourism,
- What percentage of the total funds required for the project are being sought through the Tourist Development Council,
- Description, clearly defining the portion for which TDC funds are being requested, of land, improvements, and specifics of project,
- Specific history of project,
- Impact to the area,
- Evidence of community support,
- Capital expenditure budget for the project,
- Annual operating budget upon completion, including maintenance and repairs,



A budget based on estimated expenditures for related expenses shall be provided.

Applying for Funds:

1. **Sealed applications will be submitted to the Office of Purchasing, 1100 Simonton Street, Room 2-213, Key West, Florida 33040, on or 5:00 p.m. on \_\_\_\_\_, 200\_\_.**
2. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a grant application or a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$3,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.
3. All applicants must submit two (2) signed originals and twelve (12) complete copies of each application in a sealed envelope marked on the outside "Bricks & Mortar/Capital Projects Grant Funding". Further information may be obtained by contacting the Administrative Office of the Tourist Development Council, (305) 296-1552.
4. The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any or all applications as deemed in the best interest of Monroe County or waive any informality in any application and may choose to re-advertise. The Monroe County Tourist Development Council (TDC), may, as an advisory body, make recommendations to the BOCC for acceptance or rejection of any and all applications.
5. Contract award will be by the Monroe County Board of County Commissioners to the entity/entities whose application is/are deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.
6. A member of your organization must be present to answer questions at the District Advisory Committee and Monroe County Tourist Development Council meetings when the application is considered.
7. No application can be brought before the full TDC until it has been approved by the District Advisory Committee in the district from which the funds will be utilized.

8. The Monroe County Board of County Commissioners and the Monroe County Tourist Development Council accept no responsibility for any expense incurred in the application, preparation and presentation, such expenses to be borne exclusively by the applicants.

9. Schedule:

(contact Administrative Office, (305) 296-1552 for updated information)

(TDC/DAC Workshops/Review/Evaluation meeting dates subject to change)

Issue of Request for Application	TBA
Workshop	TBA
Application Deadline	TBA
DAC Review/Evaluation of Applications	TBA
TDC Review/Evaluation of Applications	TBA
BOCC Approval	TBA

**\*\*\* Be advised that if your organization is awarded funding you will have to enter into a contract which requires you to maintain accurate and complete documentation of the project. You will be required to obtain a signed amendment to the contract before making any substantive changes to the project or you may nullify the County's obligation to pay. You will be required to comply with the following:\*\*\***

a) TDC funds only a portion of the cost of the project and makes payment using the AIA (or percentage of completion) payment process. All submissions for payment shall have a proposed schedule of values for phases and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application.

b) Progress payments shall be made provided that AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed certification is attached to an invoice with the documentation required below.

c) All payment requests must be submitted no later than 60 days after the completion of project. Documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. **The final payment request will also require the following:**

<b>AIA Document</b>	<b>G-702</b>	<b>Application for Payment Summary</b>
<b>AIA Document</b>	<b>G-704</b>	<b>Certificate of Substantial Completion</b>
<b>AIA Document</b>	<b>G-706</b>	<b>Contractor's Affidavit of Debts &amp; Claims</b>
<b>AIA Document</b>	<b>G-706A</b>	<b>Contractor's Affidavit of Release of Liens</b>
<b>AIA Document</b>	<b>G-707</b>	<b>Consent of Surety to Final Payment</b>
<b>Final Release of Lien</b>		
<b>Affidavit and Partial Release of Lien</b>		

The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor or project manager, and said documentation submitted to the TDC Administrative Office. **Any applicant who intends to utilize volunteer labor or in-kind donations of property shall provide in the application a schedule of values for each unit of in-kind services and/or goods (property) . Should a contract be awarded, BOCC,TDC reserve the right to deny the application of certain in-kind services and goods for match purposes and to negotiate a revised schedule of values for permissible items. For example, County will not accept as in-kind match the waiver of permit fees.**

d) A conservation easement may be required as a condition of funding.

e) The recipient of TDC capital project funding shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the Engineer, Building Official or Construction Manager of that local government.

If you have any further questions, please call the Administrative Office at 305-296-1552.

## **PART I:**

### **General Conditions of Application and Agreement:**

1. Please read these instructions carefully before completing the attached application. Make certain that you provide responses to all applicable questions and that the entire application, all required copies and supporting materials are returned to the address indicated on page 4.
2. Do not return the instructions with your application submission.
3. Applications must be submitted on the forms provided. Do not modify or use an adaptation of this form.
4. Answers should be typed and confined to the spaces provided on the form.
5. Sealed application shall be submitted as follows:

Two (2) originals and twelve (12) copies of the completed application forms and supporting documents shall be delivered to the Director of Purchasing, 1100 Simonton Street, Room 2-213, Key West, Florida 33040, no later than 5:00 p.m. on \_\_\_\_\_, 200\_\_.

6. **Reservations:** The TDC/County reserves the right:
  - a) to reject any and all applications;
  - b) to waive irregularities and informalities in any and all applications;
  - c) to re-advertise for applications;
  - d) to separately accept or reject any item or items of a application; and
  - e) to award and/or negotiate a contract in the best interest of the TDC/County.
7. Attachments must be confined to those listed in the Attachments & Certifications checklist on page 29 of the Application. They should be labeled as indicated in the Checklist (i.e., Attachment A, Attachment B, etc.) and must be submitted in the number of copies required.
8. If architectural planning is in progress, submit such drawings and outline specifications as may be available to describe the proposed work as completely as possible.

9. Note that individuals and for-profit organizations **are not eligible** to apply for Capital Projects funds.

10. **Affidavits and Application Document:**

a) All applications shall be complete and submitted on the attached document with required number of copies. Any additional information, deviation from requirements, etc., shall be submitted in the form of attachments thereto.

b) The application and affidavit(s) signature pages must be signed by an authorized person. If application is submitted on behalf of any corporation, it must be signed in the name of the corporation by any authorized officer as agent thereof. If practicable, the seal of the corporation shall be applied.

c) Failure to comply shall be cause for rejection of application.

11. **Indemnification and Hold Harmless:**

*A successful applicant will be required to sign an agreement which includes provisions whereby:*

***(1) the applicant covenants to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement; and***

(2) the applicant shall obtain from all contractors and subcontractors that will be utilized in the completion of the Capital Project, original Certificates of Insurance indicating Monroe County BOCC as certificate holder and additional insured. Insurance coverage's that may be required are Workers Compensation/Employers Liability, General Liability, Vehicle Liability, Professional Liability or others in amounts as determined by Monroe County Risk Management and dependent upon contemplated Capital Project. Final insurance requirements will be determined by Monroe County Risk Management in conjunction with the award of each Capital Project funding grant contract.

12. **Maintenance:**

The applicant shall be responsible for all maintenance and operational costs of the premises improved or constructed with the use of funding from the TDC/County.

The Applicant shall be responsible to the TDC/County for the safekeeping and proper use of the property entrusted to Applicant's care, to include any and all insurance for the value of the equipment and any maintenance or service contracts relating to such equipment for its service life.

Any disposal of assets procured through funding under this agreement shall comply with chapter 274. F.S.

13. **Permits:**

Applicant shall be responsible for securing all federal, state and local development approval and permits necessary to complete the project. Award of funds under this application do not indicate any development approval by the County and applicant shall be required to comply with all County concurrence requirements under Land Use laws of the County and State.

14. **Taxes:**

The TDC/County is exempt from Federal, Excise and State of Florida Sales Tax.

15. **Performance Guarantee:**

A successful applicant shall warrant, by signing this application, that applicant has the financial capability of completing the project as planned without the need to request further funding from TDC/County for same.

For insurance program coverage, the applicant by signing the application certifies that:

Applicant, its principals, and any previously owned business is/are not and have never been in default to Monroe County under the terms of any contract. (Default means failure to fulfill contractual obligations where County had to take legal action to obtain remedy or where a bonding company had to make good for applicant.)

16. **Construction and Other Contracts:**

Applicant, by signing this application, warrants that, if awarded funds for the project, all contracts, for construction or otherwise, to complete the project shall be let in compliance with all applicable laws and County purchasing policy and to comply particularly with the F.S. Chapter 255, chapter 274 and chapter 287. Applicant further agrees to provide TDC/County and their designated representatives with:

- a) access to the project premises for inspection of the progress of the project;
- b) **documentation including copies of all sub-contracts/Request For Bids verifying compliance with purchase/construction/architectural contract requirements of the**

**County [Notice to owner, list of sub-contractors, and release of liens must be provided to County]; and**

c) access to all records concerning the project. These records must be retained by applicant for a minimum of three (3) years after the termination date of agreement. This requirement may be for a different time period than that required by other government agencies. All records must be kept in accordance with Generally Accepted Accounting Principles.

**17. Termination for Default/Convenience:**

The TDC/County reserves the right to terminate any contract and agreement if, in its opinion, there shall be a failure at any time, to properly perform faithfully any of the project as funded by TDC/County according to the plan presented with the application, or as modified and accepted in writing by TDC/County.

Further, TDC/County reserves the right to terminate payments under this agreement should the anticipated funding become unavailable for any reason. Should termination occur under this provision, TDC/County shall give applicant thirty (30) days notice prior to termination.

**18. Non-discrimination:**

During the term of the agreement, applicant shall comply fully with all applicable laws concerning non-discrimination and does, by signing this application, further agree that applicant will not discriminate against any employee, applicant for employment, contractor or other person on the basis of race, color, religion, sex, national origin or physical or mental handicap where the handicap does not affect an individual's ability to perform in a contractual or employment position.

**19. Drug-Free Workplace:**

Applicant shall maintain a drug-free workplace which complies with the County's policy on same. (Request For Application Page 28)

**20. Payments:**

Applicant shall submit all documentation required by the County Finance Department in accordance with instructions from said Department, prior to payment of any funds awarded. **The TDC Application for Payment forms provided in the TDC re-imbursement package shall be used.** Ten percent (10%) of every progress payment shall be withheld by County until certification of completion of project.

**21. Contractor and Sub-contractor Bonding:**

Applicant shall require all contractors and sub-contractors to post such performance bonds as are required by such contractors/sub-contractors entering into contract with the TDC/County.

22. Applicant shall be required to display an appropriate public acknowledgment of the support of the Monroe County Tourist Development Council in a publicly prominent area of the project.

## **PART II:**

### **Capital Projects Criteria Factsheet**

The following Capital Criteria Factsheet must be completed in the affirmative. (Circle those that apply).

1. Does the project involve one of the following:
  - a) acquire
  - b) construct
  - c) extend
  - d) enlarge
  - e) remodel
  - f) repair
  - g) improve
2. Is the project
  - a) publicly owned and operated
  - b) owned and operated by a non-profit organization
  - c) publicly owned and operated by a non-profit corporation?
3. Is the project one of the following within the boundaries of the taxing district?
  - a) convention center
  - b) sports stadium



- c) sports arena
  - d) coliseum
  - e) auditorium
  - f) fishing piers
  - a) museums
  - b) zoological park
  - c) nature center
  - d) beach
4. If a beach, does the project fall under any of the following:
- a) improvement
  - b) re-nourishment
  - c) restoration
  - d) erosion control
5. If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same? \_\_\_\_\_
6. Does the applicant request transfer of title or management of a project to the County? \_\_\_\_\_
- If so, why? \_\_\_\_\_

**PART III:**  
**Application for**  
**Capital Projects Grant Award**

Submit to:

Office of Purchasing

1100 Simonton Street  
Room 2-213  
Key West, FL 33040

**APPLICATION SUMMARY - ALL PROJECTS**

1. **Project Title:** \_\_\_\_\_  
\_\_\_\_\_

2. Location or address of Project: \_\_\_\_\_ Attach  
Map

3. Type of Project:

_____	convention center
_____	sports stadium
_____	sports arena
_____	coliseum
_____	auditorium
_____	fishing pier(s)
_____	museum
_____	zoological park
_____	nature center
_____	beach

4. There should only be one (1) applicant. The applicant must be a non-profit organization or government agency:

Applicant name \_\_\_\_\_  
& Address: \_\_\_\_\_

5. \_\_\_\_\_  
Type of Applicant:

\_\_\_\_\_ non-profit organization

\_\_\_\_\_ government

6. Application is for \_\_\_\_\_ % of total funds to be obtained from all sources.

7. a) Has applicant received previous TDC assistance: Yes \_\_\_\_ No \_\_\_\_.  
If yes, please specify year, amount and nature of project.

\_\_\_\_\_  
b) List any previous grant-in-aid assistance received by the applicant or for the property from any government agency. Indicate year of award, amount, division which awarded the grant, and a brief description of the project assisted by each.

8. For purposes of this application *No more than fifty (50%) percent of matching funds or twenty-five (25%) percent of total project shall be of in-kind services.*

a)	TDC funds requested:	Confirmed Matching Hard-Dollar funds	Confirmed Matching In-kind Funds	Total Project Cost
		(50% limit)		

\_\_\_\_\_

b) If matching funds, state Applicant of said monies:

(i) Hard-dollar: \_\_\_\_\_

(ii) In-kind: \_\_\_\_\_

c) Specify items/services for which TDC monies will be paid if this application is approved. Also specify how much is anticipated to be spent on each item/service.

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*Please refer to paragraph 2 of the Sample Agreement on Request For Application, page 30.*

9. In the space below, provide a brief synopsis of the overall project and describe specifically the work to be accomplished with the funds requested.

\_\_\_\_\_  
\_\_\_\_\_

10. Designated Project Contact/Supervisor:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Daytime Telephone no.: \_\_\_\_\_ Business Address:  
\_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

*The architect or project contact/supervisor is responsible and liable for statements provided in this application.*

**PART IV:**

**PROJECT DESCRIPTION**

1. Use:

a) Original use of structure and date of construction: \_\_\_\_\_  
\_\_\_\_\_

b) Modifications to the present date including date & description: \_\_\_\_\_  
\_\_\_\_\_

c) Present use: \_\_\_\_\_

d) Any other uses between original and present: \_\_\_\_\_  
\_\_\_\_\_

e) Proposed use: \_\_\_\_\_  
\_\_\_\_\_

f) Attach photograph of existing site: \_\_\_\_\_  
\_\_\_\_\_

G. **Historic designation:** Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated

historic landmark or is located in a locally designated historic district. If located within a district, provide the official name of the district. This

information is available from the planning agency having jurisdiction over the property.

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All Capital projects funded by TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership or long-term lease for consideration of funding.

2. Ownership or other interest in property by applicant:
  - a) Official records reference for ownership documentation:
  - b) If not owned by applicant, provide long-term lease of property
  - c) If not owned by applicant, provide notarized consent letter from owner for use of property as outlined in this application.
3. If proposed project calls for transfer of title of real property to County, two (2) current real estate appraisals and one (1) environmental assessment shall be provided. The TDC/County shall ascertain, prior to acceptance of any donation or prior to purchase, that the property will pose no environmental hazard, or liability for same, to County. The TDC/County must also ascertain permissible government interest in the transfer of title. Indicate any such proposed title transfers here:

- 
4. \*This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions, or exhibits. The purchase amount shall not exceed the value of the property as determined by the average of two appraisals, or the average of the closest two appraisals if more than two are obtained. **NOTE: The maximum grant amount from tourist development revenue for an acquisition project shall not exceed 50% of the purchase amount.** Indicate the area of the property to be acquired in acres.

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of site size will be made on a case-by-case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project

application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC Administrative Office prior to initiating the required documentation.

5. **Protection of property:** Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment. By signing and submitting this application/bid, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder.

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6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc. Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

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7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application/bid, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder.

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b) Is the proposed project compatible with the County's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan? How have you ascertained such compatibility? (Note: If your description does not provide information about existing permits and/or review by the County Planning Department, your application shall be rejected.)

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c) Does the site contain endangered or threatened species of flora or fauna?

\_\_\_\_\_ Yes \_\_\_\_\_ No  
If so, describe:

d) Are there facilities existing or planned to accommodate the physically disabled?

Yes\_\_\_ No\_\_\_ Describe/Explain :

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e) **Public accessibility and use:** Indicate the extent to which the property be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Indicate whether or not the property will be accessible to the handicapped per Chapter 553, Part V, Florida statutes and the Americans with Disabilities Act, Public Law 1012-336. If not, provide a brief explanation. Estimate the number of persons who will use or visit the completed facility annually. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was this estimate derived?

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8. Describe present physical condition of site: (attach legal description per property tax records). Indicate, by checking the appropriate term, the present condition of the property.

Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

Good: The property is habitable and occupied; only cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

Also, list any specific factors or problems which contribute to the present condition of the property.

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9. List and describe all major work items included in the proposed project:

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10. Status of Project Planning:	11. Name and Address of project consultant (architect, engineer, contractor, etc.):
_____ not yet initiated	_____
_____ Initiated	_____
_____ schematics complete	_____

_____	design development	_____
	documents complete	
_____	construction documents	
	complete	

Enclose planning or architectural documents completed to date (1 set).

12. Has a contract for architectural services or constructional services been executed? If so, indicate the scope of services to be provided under this contract and whether these services were obtained through competitive negotiations, requests for bids or other process.

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13. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance. It is the County's policy not to fund operations and maintenance costs of organizations notwithstanding any tourism promotional value of a project.

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**PART V:**

**PROJECT BUDGET AND TIMETABLE - ALL PROJECTS**

1. Cost Estimates: List all major work items and the estimated costs of each. If the project is phased, segregate clearly those costs for the phase to be assisted by the TDC funds requested. All phases and total estimated cost of the entire project must be listed here.

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Total cost of phase/project for which funds are requested: (not to exceed 50% of the total project cost:

a)Phase \_\_\_\_\_  
b)Project \_\_\_\_\_

Percentage of TDC funds requested of Total Budget: (not to exceed 50% of the total project cost)

a)Phase \_\_\_\_\_  
b)Project \_\_\_\_\_

2. Confirmation that signed, sealed bid process was utilized for acquiring architectural services, or that project does not require architectural services.

3. Matching Funds. List the sources and amounts of confirmed matching funds. (For items involving personnel, include the number of hours to be spent on the project activities and their per-hour value). These funds must not be expended before execution of a Capital Project Agreement. Prior donated services or expenditures are not acceptable as match for grant funds. No more than fifty (50%) percent of matching funds or twenty-five (25%) percent of the total project shall be in-kind services.

a) Hard-dollar

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b) In-Kind (50%) limit:

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Total confirmed matching Hard-dollar funds:

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Total confirmed matching In-kind funds:

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This amount should equal or exceed TDC Funds requested.

Projected in-kind services and goods shall be allocated the following values, subject to negotiation with TDC/County. List here all such anticipated values:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. On the left side, there is a vertical margin line, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

4. Outline of expansion opportunity for acquiring further match grants.

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3. Tentative timetable. Indicate all major project activities and the anticipated time required to complete each stage of the project on the graph below.

**Project Timetable (in months)**

Project Activity	1	2	3	4	5	6	7	8	9	10	11	12
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- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_
- g) \_\_\_\_\_
- h) \_\_\_\_\_

Please indicate any critical dates and explain why they are critical.

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4. What is the total project cost: \$ \_\_\_\_\_

5. Length of time for project completion (months and year(s)): \_\_\_\_\_

**PART VI:**

**PROJECT BENEFITS - ALL PROJECTS**

1. Is the primary purpose of the project to promote tourism in Monroe County?

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2. How will the project promote tourism in Monroe County?

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**PART VII:**

**ADDITIONAL INFORMATION - ALL PROJECTS:**

1. District in which the project is located. \_\_\_\_\_

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2. Population of city/district where project activity will take place.

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3. Federal Employer's Identification Number of Applicant's organization.

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4. Permitting: List all permits required to complete this project.

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5. Outline of proposed program in which this project will promote tourism in Monroe County.

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6. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction and is open to the public.

Included in this demonstration should be a summary of the applicant's past grant experience, past two (2) year's financial statements, proposed operational budget and

*Capital Projects*

>> *Continued*

description of administrative resources available to applicant and committed to the project.  
Attached financial statements, budgetary and other documents.



**PART VIII:**

**NON-COLLUSION AFFIDAVIT and VERIFICATION**

I, \_\_\_\_\_, of the city of \_\_\_\_\_, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am \_\_\_\_\_, the bidder making the bid for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
President's Name Typed

\_\_\_\_\_  
President's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_  
\_\_\_\_\_ known to be the persons named in and who executed the foregoing document.

My commission expires: \_\_\_\_\_ Notary Public State of \_\_\_\_\_

## **PART IX**

### **DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Applicant's Signature

**PART X:**

**ATTACHMENTS AND CERTIFICATION - ALL PROJECTS**

1. The following supporting documents are attached.

- a) \_\_\_\_\_ Proof of ownership/consent of owner for use of property as outlined in this application:
  - (i) \_\_\_\_\_ Official record reference for ownership documentation; or
  - (ii) \_\_\_\_\_ Consent letter from owner for use of property as outlined in this application
- b) \_\_\_\_\_ Citations to applicable protective ordinance if applicable
- c) \_\_\_\_\_ Copy of letter designating project supervisor
- d) \_\_\_\_\_ Map showing location and boundaries of project area (for all types of projects involving specific site or area which cannot be identified by a street address)
- e) \_\_\_\_\_ Photographs of existing conditions of project site(s) or area - two sets of originals and 12 photocopies of originals)
- f) \_\_\_\_\_ Documentation of confirmed matching funds through contracts, executed grants, or other similar complete and executed documents
- g) \_\_\_\_\_ Annual operating budget upon completion
- h) \_\_\_\_\_ Plans and specifications, if completed (development projects only – one set)
- i) \_\_\_\_\_ Criteria Fact Sheet
- j) \_\_\_\_\_ All restrictive documents governing use of the property
- k) \_\_\_\_\_ Non-Collusion Affidavit and Verification Form (notarized)
- l) \_\_\_\_\_ Drug Free Workplace Form

2. I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am the duly authorized representative of the applicant.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE**  
**Grant Award Agreement**

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "GRANTOR," on behalf of the TOURIST DEVELOPMENT COUNCIL, hereinafter "TDC" and \_\_\_\_\_, a Florida non-profit corporation, hereinafter "Grantee".

WHEREAS, the third penny of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, fishing piers, museums, zoological parks, nature centers and beaches which are publicly owned and operated or owned and operated by non-profit corporations, and

WHEREAS, Grantee has applied for funding for the \_\_\_\_\_ project to (acquire/renovate/etc.) the \_\_\_\_\_ property hereinafter "the Property"; and

WHEREAS, the Grantor and TDC have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to acquire, construct, repair and rehabilitate the property for use as a \_\_\_\_\_ open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7,12 and 13 below. All work for which grant funds are to be expended must be completed by the stated termination date.

2. SCOPE OF AGREEMENT. The Grantee shall provide \_\_\_\_\_ (Scope of Project) \_\_\_\_\_

The Grantee shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the Engineer, Building Official or Construction Manager of that local government agency. This designation must be made and notice pursuant to paragraph

20 provided to TDC/County prior to commencement of work covered by this agreement. Documentation of said notice shall be submitted in the first payment application.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed \$\_\_\_\_\_ for materials and services used to acquire, improve, rehabilitate, repair and renovate the property. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a) Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary–AIA Document G702, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received and applied to the property matching funds equivalent to or greater than the amount invoiced to the Grantor. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. Final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-702	Application for Payment Summary
AIA Document	G-704	Certificate of Substantial Completion
AIA Document	G-706	Contractor's Affidavit of Debts & Claims
AIA Document	G-706A	Contractor's Affidavit of Release of Liens
AIA Document	G-707	Consent of Surety to Final Payment
Final Release of Lien		
Affidavit and Partial Release of Lien		

All payment requests must be submitted no later than 60 days after the completion of project

b) Grantee may elect to have vendors and contractors paid through the direct vendor method, upon submission of appropriate documentation as outlined above and a specific request that payment be made directly to the vendor or contractor rather than to Grantee.

c) Application of matching funds requires actual payment of the matching funds, or, in the alternative, a commitment of said funds and that the portion of the project for which the matching funds are to be used has been sufficiently completed to require payment of said matching funds. Mere obligation through execution of a contract or approval of a budget item to be paid from matching funds will not suffice.

d) Documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in the schedule of values attached hereto and incorporated herein as Exhibit A which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photographs showing progress on project shall be included in any payment request.

e) Grantee must submit all documentation for final payment within 60 days of the termination date of this grant.

4. RECORDS AND REPORTS. The Grantee shall provide financial reports in summary of activity on forms provided or approved by the TDC, and quarterly narrative reports of activity under the approved work plan. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

(a) Public Access. The Grantor and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantor and Grantee in conjunction with this agreement; and the Grantor shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

(a) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a) Anti-discrimination. Contractor agrees that they will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in contractor. For breach or violation of this warranty, the Contractor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission,



percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the Grantor and that violation of this paragraph may result in the Grantor withdrawing funding for the Project.

c) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the Grantor and agrees to indemnify and hold harmless the Grantor and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this agreement. The Contractor shall immediately give notice to the Grantor of any suit, claim or action made against the Contractor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related this agreement.

d) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Contractor, the Grantor and the TDC shall be named as additional insured, exempt workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the Grantor a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

e) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

(a) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the Grantor and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Grantor be required to contain any provision for waiver.

(b) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the Grantor, when performing their respective functions under this agreement within the territorial limits of the Grantor shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the Grantor.

10. NONDISCRIMINATION. Grantor and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Grantor or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as

amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Grantor or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on \_\_\_\_\_. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Applicant. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment by is a breach of

agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

(a) In the event that any cause of action or administrative proceedings is instituted for the enforcement or interpretation of the agreement, the Grantor and Grantee agree that venue will lie in the appropriate court or before the appropriate administration body in Monroe County, Florida.

(b) The Grantor and Grantee agree that, in the event of conflicting interpretations of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

(c) Severability. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The Grantor and Grantee agree to reform the agreement to replace any stricken provision and a valid provision that comes as close as possible to the intent of the stricken provision.

(d) Attorney's Fees and Costs. The Grantor and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

(e) Adjudication of Disputes or Disagreements. Grantor and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law.

(f) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, Grantor and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. Grantor and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE. Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The Grantor and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the Grantor shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(a) Covenant of No Interest. Grantor and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

(b) Code of Ethics. Grantor agrees that officers and employees of the Grantor recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of

public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. AUTHORITY. Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee, and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS. Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. INSURANCE. Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

21. NOTICE. Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Grantee \_\_\_\_\_ (name)  
 \_\_\_\_\_ (Address)

For Grantor: Lynda Stuart  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, FL 33040

and

**Suzanne Hutton, Asst. County Attorney**  
P.O. Box 1026  
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Contractor and Grantor agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. **LEGAL OBLIGATIONS AND RESPONSIBILITIES.** Non-Delegation of Constitutional or Statutory Duties. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the

Grantor and the Grantee agree that neither the Grantor nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this agreement.

25. ATTESTATIONS. Grantee agrees to execute such documents as the Grantor may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

27. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

28. SECTION HEADINGS. Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)  
DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS ATTEST:  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

(SEAL)

GRANTEE:

By: \_\_\_\_\_  
President



# **DISTRICT TELEMARKETING AND VISITOR INFORMATION SERVICES**



## **DISTRICT TELEPHONE SERVICES**

The Monroe County Board of Commissioners/TDC entered into a contract with the five (5) Chambers of Commerce to provide Visitor Information Services. As outlined in the agreement, the chambers of commerce, under their contractual agreement ...shall respond to all telephone inquiries from generic toll free number(s) and/or other toll or toll-free numbers with general information about the Florida Keys and any specified district destination within. The chambers shall also respond to all telephone inquiries from their district destination and the Florida Keys.

The chambers shall respond to all telephone inquiries for the benefit of Monroe County as a whole and not for the benefit of the chamber, members of the chamber and/or discriminate between chamber and non-chamber members where generic materials are provided by the Monroe County Tourist Development Council.

The chambers shall retrieve and record all information required by the software program displayed on the monitor which includes the name, address, zip codes and telephone number (when provided) of the caller. The chambers shall provide live telephone service tailored to each chamber as follows: 9:00 a.m. to 8:00 p.m., seven (7) days a week (closed Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Easter, Memorial Day, Fourth of July and Labor Day\*). Live operator, voice mail, answering machine or similar procedures will be provided to capture the required information during off hour operation.

The chamber 1-800 number and those calls routed through 1-800-FLA-KEYS number will be automatically routed to the appropriate chamber.

All mail fulfillment generated as a result of telephone inquiries through TDC's 1-800 and/or 305 telephone network will be handled and charged for by a central fulfillment center.

The tourist-related collateral requests will be provided to the central fulfillment center through the computer network system on a daily basis to be fulfilled in bulk and mailed utilizing "Bulk Rate" mail.

Any collateral material to be used in the fulfillment of the Visitor Information Services will be approved or disapproved by the TDC.

The services provided by the chambers of commerce shall be under the general direction of the TDC Administrative Office.

\* hours and holidays may vary for each chamber

Additionally, as outlined in the agreement, the chambers of commerce shall provide Visitor Information Services to visitors walking into the facility during the regular work hours which are 9:00 a.m. to 5:00 p.m., Monday through Friday\*.

- hours and holidays may vary for each chamber

# STATE STATUTE ENABLING ACT

STATE OF FLORIDA STATUTE 125.0104  
**Tourist Development Tax; Procedure for Levying:**  
**Authorized Uses: Referendum; Enforcement**

(1) SHORT TITLE--This section shall be known and may be cited as the "Local Option Tourist Development Act."

(2) APPLICATION; DEFINITIONS -

(a) *Application* -- The provisions contained in chapter 212 apply to the administration of any tax levied pursuant to this section.

(b) *Definitions* -- For purposes of this section:

1. "Promotion" means marketing or advertising designed to increase tourist - related business activities.

"Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a).

"Retained Spring Training franchise" means a spring training franchise that had a location in this state on or before December 31, 1998, and that has continuously remained at that location for at least 10 years preceding that date.

(3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE--

(a) It is declared to be the intent of the Legislature that every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home park, recreational vehicle park, or condominium for a term of 6 months or less is exercising a privilege which is subject to taxation under this section, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt according to the provisions of chapter 212.

(b) Subject to the provisions of this section, any county in this state may levy and impose a tourist development tax on the exercise within its boundaries of the taxable privilege described in paragraph (a), except that there shall be no additional levy under this section in any cities or towns presently imposing a municipal resort tax as authorized under chapter 67-930, Laws of Florida, and this section shall not in any way affect the powers and existence of any tourist development authority created pursuant to chapter 67-930, Laws of Florida. No county, authorized to levy a convention development tax pursuant to s. 212.0305, or to s. 8 of chapter 84-324, Laws of Florida, shall be allowed to levy more than the 2-percent tax authorized by this section. A county may elect to levy and impose the tourist development tax in a subcounty special district of the county. However, if a county so elects to levy and impose the tax on a subcounty special district basis, the district shall embrace all or a significant contiguous portion of the county, and the county shall assist the Department of Revenue in identifying the rental units subject to tax in the district.

(c) The tourist development tax shall be levied, imposed, and set by the governing board of the county at a rate of 1 percent or 2 percent of each dollar and major fraction of each dollar of the total consideration charged for such lease or rental. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary consideration.

(d) In addition to any 1-percent or 2-percent tax imposed under paragraph (c), the governing board of the county may levy, impose, and set an additional 1 percent of each dollar above the tax rate set under paragraph (c) by the extraordinary vote of governing board for the purposes set forth in subsection (5) or by referendum approval by the registered electors within the county or subcounty special district. No county shall levy, impose, and set the tax authorized under this paragraph unless the county has imposed the 1-percent or 2-percent tax authorized under paragraph (c) for a minimum of 3 years prior to the effective date of the levy and imposition of the tax authorized by this paragraph. Revenues raised by the additional tax authorized under this paragraph shall not be used for debt service on or refinancing of existing facilities as specified in subparagraph (5) (a) 1. unless approved by a resolution adopted by an extraordinary majority of the total membership of the governing board of the county. If the 1-percent or 2-percent tax authorized in paragraph (c) is levied within a subcounty special taxing district, the additional tax authorized in this paragraph shall only be levied therein. The provisions of paragraphs (4)(a) through (d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph shall be the first day of the second month following approval of the ordinance by the governing board or the first day of any subsequent month as may be specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(e) The tourist development tax shall be in addition to any other tax imposed pursuant to chapter 212 and in addition to all other taxes and fees and the consideration for the rental or lease.

(f) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(g) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under s. 212.03. The same duties and privileges imposed by chapter 212 upon dealers in tangible property, respecting the collection and remission of tax; the making of returns; the keeping of books, records and accounts; and compliance with the rules of the Department of Revenue in the administration of that chapter shall apply to and be binding upon all persons who are subject to the provisions of this section. However, the Department of Revenue may authorize a quarterly return and payment when the tax remitted by the dealer for the preceding quarter did not exceed \$25.

(h) The Department of Revenue shall keep records showing the amount of taxes collected, which records shall also include records disclosing the amount of taxes collected for and from each county in which the tax authorized by this section is applicable. These records shall be open for inspection during the regular office hours of the Department of Revenue, subject to the provisions of s. 213.053.

(i) Collections received by the Department of Revenue from the tax, less costs of administration of this section, shall be paid and returned monthly to the county which imposed the tax, for use by the county in accordance with the provisions of this section. They shall be placed in the county tourist development trust fund of the respective county, which shall be established by each county as a condition precedent to receipt of such funds.

(j) The Department of Revenue is authorized to employ persons and incur other expenses for which funds are appropriated by the Legislature.

(k) The Department of Revenue shall promulgate such rules and shall prescribe and publish such forms as may be necessary to effectuate the purposes of this section.

(l) In addition to any other tax which is imposed pursuant to this section, a county may impose up to an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by majority vote of the governing board of the county in order to:

1. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a professional sports franchise facility, or the acquisition, construction, reconstruction, or renovation of a retained spring training franchise facility, either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design cost incurred prior to the issuance of such bonds.

2. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a convention center, and to pay the planning and design costs incurred prior to the issuance of such bonds.

3. Pay the Operation and maintenance costs of a convention center for a period of up to 10 years. Only counties that have elected to levy the tax initially for the purposes authorized in subparagraph 2. may use the tax for the purposes enumerated in subparagraph 2. Any county that elects to levy the tax for the purpose authorized in subparagraph 2 after July 1, 2000, may use the proceeds of the tax to pay the operation and maintenance costs of a convention center for the life of the bonds.

The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section, and the provisions of paragraphs (4)(a) through (d), shall not apply to the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph shall be the first day of the second month following approval of the ordinance by the governing board or the first day of any subsequent month as may be specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(m)1. In addition to any other tax which is imposed pursuant to this section, a high tourism impact county may impose an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by extraordinary vote of the governing board of the county. The tax revenues received pursuant to the paragraph shall be used for one or more of the authorized uses pursuant to subsection (5).

2. A county is considered to be a high tourism impact county after the Department of Revenue has certified to such county that the sales subject to the tax levied pursuant to this section exceeded \$600 million during the previous calendar year, or were at least 18 percent of the county's total taxable sales under of chapter 212 where the sales subject to the tax levied pursuant to this section were a minimum of \$200 million, except that no county authorized to levy a convention development tax pursuant to s. 212.0305 shall be considered a high tourism impact county. Once a county qualifies as a high tourism impact county, it shall retain this designation for the period the tax is levied pursuant to this paragraph.



3. The provisions of paragraphs (4)(a) through (d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph shall be the first day of the second month following approval of the ordinance by the governing board or the first day of any subsequent month as may be specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

<sup>1</sup>(n) In addition to any other tax that is imposed under this section, a county that has imposed the tax under paragraph (l) may impose an additional tax that is no greater than 1 percent on the exercise of the privilege described in paragraph (a) by a majority plus one vote of the membership of the board of county commissioners in order to pay the debt service on bonds issued to finance:

The construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a new professional sports franchise as defined in s. 288.1162.

The acquisition, construction, reconstruction, or renovation of a facility either publicly owned or operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a retained spring training franchise.

A county that imposes the tax authorized in this paragraph may not expend any ad valorem tax revenues for the acquisition, construction, reconstruction, or renovation of that facility. The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section shall not apply to the additional tax authorized by this paragraph in counties which levy convention development taxes pursuant to s. 212.0305(4)(a). Subsection (4) does not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by the board of county commissioners or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of the ordinance.

(4) ORDINANCE LEVY TAX; PROCEDURE--

(a) The tourist development tax shall be levied and imposed pursuant to an ordinance containing the county tourist development plan prescribed under paragraph (c), enacted by the governing board of the county. The ordinance levying and imposing the tourist development tax shall not be effective unless the electors of the county or the electors in the subcounty special district in which the tax is to be levied approve the ordinance authorizing the levy and imposition of the tax, in accordance with subsection (6). The effective date of the levy and imposition of the tax shall be the first day of the second month following approval of the ordinance by referendum, as prescribed in subsection (6), or the first day of any subsequent month as may be specified in the ordinance. A certified copy of the ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance. The governing

authority of any county levying such tax shall notify the department, within 10 days after approval of the ordinance by referendum, of the time period during which the tax will be levied.

(b) At least 60 days prior to the enactment of the ordinance levying the tax, the governing board of the county shall adopt a resolution establishing and appointing the members of the county tourist development council, as prescribed in paragraph (e), and indicating the intention of the county to consider the enactment of an ordinance levying and imposing the tourist development tax.

(c) Prior to enactment of the ordinance levying and imposing the tax, the county tourist development council shall prepare and submit to the governing board of the county for its approval a plan for tourist development. The plan shall set forth the anticipated net tourist development tax revenue to be derived by the county for the 24 months following the levy of the tax; the tax district in which the tourist development tax is proposed; and a list, in the order of priority, of the proposed uses of the tax revenue by specific project or special use as the same are authorized under subsection (5). The plan shall include to approximate cost or expense allocation for each specific project or special use.

(d) The governing board of the county shall adopt the county plan for tourist development as part of the ordinance levying the tax. After enactment of the ordinance levying and imposing the tax, the plan of tourist development may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the governing board.

(e) The governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the "Monroe County Tourist Development Council." The Council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of 4 years. The terms of office of the original members shall be prescribed in the resolution required under paragraph (b). The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The council shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the department

shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section. The changes in the composition of the membership of the tourist development council mandated by chapter 86-4, Laws of Florida, shall not cause the interruption of the current term of any person who is a member of council on October 1, 1996.

(5) AUTHORIZED USES OF REVENUE--

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied. Tax revenues received pursuant to this section may also be used for promotion of zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. However, these purposes may be implemented through service contracts and leases with lessee's with sufficient expertise or financial capability to operate such facilities;

2. To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event, shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;

3. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county; which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency; or

4. To finance beach park facilities or beach improvement, maintenance, renourishment, restoration, and erosion control, including shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those used related to the physical preservation of the beach, shore line, or inland lake or river. In counties of less than 100,000 population, no more than 10 percent of the revenues from the tourist development tax may be used for beach park facilities.

(b) Tax revenues received pursuant to this section by a county of less than 600,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. 186.901. These population estimates shall be those in effect on July 1 of each year.

(c) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a) 1. and (a) 4. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding

bonds issued for the purposes set forth in subparagraph (a)4. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph shall be full and complete authority for accomplishing such purposes, but such authority shall be supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(d) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraph (a), paragraph (b), or paragraph (c) of this subsection is expressly prohibited.

(6) REFERENDUM--

(a) No ordinance enacted by any county levying the tax authorized by paragraphs (3)(b) and (c) shall take effect until the ordinance levying and imposing the tax has been approved in a referendum election by a majority of the electors voting in such election in the county or by a majority of the electors voting in the subcounty special tax district affected by the tax.

(b) The governing board of the county levying the tax shall arrange to place a question on the ballot at the next regular or special election to be held within the county, substantially as follows:

\_\_\_\_\_ FOR the Tourist Development Tax  
\_\_\_\_\_ AGAINST the Tourist Development Tax

(c) If a majority of the electors voting on the question approve the levy, the ordinance shall be deemed to be in effect.

(d) In any case where a referendum levying and imposing the tax has been approved pursuant to this section and 15 percent of the electors in the county or 15 percent of the electors in the subcounty special district in which the tax is levied file a petition with the board of county commissioners for a referendum to repeal the tax, the board of county commissioners shall cause an election to be held for the repeal of the tax which election shall be subject only to the outstanding bonds for which the tax has been pledged. However, the repeal of the tax shall not be effective with the respect to any portion of taxes initially levied in November 1989, which has been pledged or is being used to support bonds under paragraph (3)(d) or paragraph (3)(l) until the retirement of those bonds.

**AUTOMATIC EXPIRATION ON RETIREMENT OF BONDS. --**

Anything in this section to the contrary notwithstanding, if the plan for tourist development approved by the governing board of the county, as amended from time to time pursuant to paragraph (4) (d), includes the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or a museum that is publicly owned and operated or owned and operated by a not-for-profit organization, the county ordinance levying and imposing the tax shall automatically expire upon the later of:

Retirement of all bonds issued by the county for financing the same; or

The expiration of any agreement by the county for the operation or maintenance, or both, of a publicly owned and operated convention center, sports arena, coliseum, auditorium, or museum.

However, nothing herein shall preclude that county from amending the ordinance extending the tax to the extent that the board of the county determines to be necessary to provide funds with which to operate, maintain, repair, or renew and replace a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, or museum or from enacting an ordinance pursuant to the provisions of this section reimposing a tourist development tax, upon or following the expiration of the previous ordinance.

(8) PROHIBITED ACTS; ENFORCEMENT; PENALTIES--

(a) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or herself or through agents or employees, is in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082, or s. 775.083.

(b) No person shall advertise or hold out to the public in any manner, directly or indirectly, that he or she will absorb all or any part of the tax, that he or she will relieve the person paying the rental or the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration or, when added, that it or any part thereof will be refunded or refused, either directly or indirectly, by any method whatsoever. Any person who willfully violates any provision of this subsection is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082, s. 775.083.

(c) The tax authorized to be levied by this section shall constitute a lien on the property of the lessee, customer, or tenant in the same manner as, and shall be collectible as are, liens authorized and imposed in ss. 713.67, 713.68, and 713.69.

(9) COUNTY TOURISM PROMOTION AGENCIES--In addition to any other powers and duties provided for agencies created for the purpose of tourism promotion by a county levying the tourist development tax, such agencies are authorized and empowered to:

(a) Provide, arrange, and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with tourist industry. All travel and entertainment-related expenditures in excess of \$10 made pursuant to this subsection shall be substantiated by paid bills therefor. Complete and detailed justification for all travel and entertainment-related expenditures made pursuant to this subsection shall be shown on the travel expense voucher or attached thereto. Transportation and other incidental expenses, other than those provided in s. 112.061, shall only be authorized for officers and employees of the agency, other authorized persons, travel writers, tour brokers, or other persons connected with the tourist industry when traveling pursuant to paragraph (c). All other transportation and incidental expenses pursuant to this subsection shall be as provided in s. 112.061. Operational or promotional advancements, as defined in s. 288.35(4), obtained pursuant to this subsection, shall not be commingled with any other funds.

(b) Pay by advancement or reimbursement, or a combination thereof, the costs of per diem and incidental expenses of officers and employees of the agency and other authorized persons, for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)." The provisions of this

paragraph shall apply for any officer or employee of the agency traveling in foreign countries for the purposes of promoting tourism and travel to the county, if such travel expenses are approved and certified by the agency head from whose funds the traveler is paid. As used in this paragraph, the term "authorized person" shall have the same meaning as provided in s. 112.061(2)(e). With the exception of provisions concerning rates of payment for per diem, the provisions of s. 112.061 are applicable to the travel described in this paragraph. As used in this paragraph, "foreign travel" means all travel outside the United States. Persons traveling in foreign countries pursuant to this subsection shall not be entitled to reimbursement or advancements pursuant to s. 112.061(6)(a)2.

(c) Pay by advancement or reimbursement, or by a combination thereof, the actual reasonable and necessary costs of travel, meals, lodging, and incidental expenses of officers and employees of the agency and other authorized persons when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, and while attending or traveling in connection with travel or trade shows. With the exception of provisions concerning rates of payment, the provisions of s. 112.061 are applicable to the travel described in this paragraph.

(d) Undertake marketing research and advertising research studies and provide reservations services and convention and meetings booking services consistent with the authorized uses of revenue as set forth in subsection (5).

1. Information given to a county tourism promotion agency which, if released, would reveal the identity of persons or entities who provide data or other information as a response to a sales promotion effort, an advertisement, or a research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data, is exempt from s.119.07(1) and from s. 24(a), Art. I of the State Constitution.

2. The following information, when held by a county tourism promotion agency, is exempt from s. 119.07(1) and from s. 24(a), Art I of the State Constitution:

- a. A trade secret, as defined in s. 812.081.
- b. Booking business records, as defined in s. 255.047.
- c. Trade secrets and commercial or financial information gathered from a person and privileged or confidential, as defined and interpreted under 5 U.S.C. s. 552(b)(4), or any amendments thereto.

(10) LOCAL ADMINISTRATION OF TAX.--

(a) A county levying a tax under this section or s 125.0108 may be exempted from the requirements of the respective section that:

1. The tax collected be remitted to the Department of Revenue before being returned to the county; and

2. The tax be administered according to chapter 212, if the county adopts an ordinance providing for the local collection and administration of the tax.

(b) The ordinance shall include provision for, but need not be limited to:

1. Initial collection of the tax to be made in the same manner as the tax imposed under chapter 212.

2. Designation of the local official to whom the tax shall be remitted, and that official's powers and duties with respect thereto. Tax revenues may be used only in accordance with the provisions of this section.

3. Requirements respecting the keeping of appropriate books, records, and accounts by those responsible for collecting and administering the tax.

4. Provision for payment of a dealer's credit as required under chapter 212.

5. A portion of the tax collected may be retained by the county for costs of administration, but such portion shall not exceed three percent of collections.

(c) A county adopting an ordinance providing for the collection and administration of the tax on a local basis shall also adopt an ordinance electing either to assume all responsibility for auditing the records and accounts of dealers, and assessing, collecting, and enforcing payments of delinquent taxes, or to delegate such authority to the Department of Revenue. If the county elects to assume such responsibility, it shall be bound by all rules promulgated by the Department Of Revenue pursuant to paragraph (3)(k), as well as those rules pertaining to the sales and use tax on transient rentals imposed by s. 212.03. The county may use any power granted in this section to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest. The county may use a certified public accountant licensed in this state in the administration of its statutory duties and responsibilities. Such certified public accountants are bound by the same confidentiality requirements and subject to the same penalties as the county under s.213.053. If the county delegates such authority to the department, the department shall distribute any collections so received, less costs of administration, to the county. The amount deducted for costs of administration by the department shall be used only for those costs which are solely and directly attributable to auditing, assessing, collecting, processing, and enforcing payments of delinquent taxes authorized in this section. If a county elects to delegate such authority to the department, the department shall audit only those businesses in the county that it audits pursuant to chapter 212.

(11) INTEREST PAID ON DISTRIBUTIONS.--

(a) Interest shall be paid on undistributed taxes collected and remitted to the Department of Revenue under this section. Such interest shall be included along with the tax proceeds distributed to the counties and shall be paid from moneys transferred from the General Revenue Fund. The department shall calculate the interest for net tax distributions using the average daily rate that was earned by the State Treasury for the preceding calendar quarter and paid to the General Revenue Fund. This rate shall be certified by the treasurer to the department by the 20th day following the close of each quarter.

(b) The interest applicable to taxes collected under this section shall be calculated by multiplying the tax amounts to be distributed times the daily rate times the number of days after the third working day following the date the tax is due and payable pursuant to s. 212.11 until the date the department issues a voucher to request the Comptroller to issue the payment warrant. The warrant shall be issued with 7 days after the request.

(c) If an overdistribution of taxes is made by the department, interest shall be paid on the overpaid amount beginning on the date the warrant including the overpayment was issue until the third working day following the due date of the payment period from which the overpayment is being deducted. The interest on an overpayment shall be calculated using the

average daily rate from the applicable calendar quarter and shall be deducted from moneys distributed to the county under this section.

**History.** - ss 1,2,3,4,5,6,7,8, ch 77-209; s. 3, ch. 79-359; s. 72, ch. 79-400; s. 4, ch. 80-209; s. 2, ch. 80-222; s. 5, ch. 83-297; s. 1, ch. 83-321; s. 40, ch. 85-55; s. 1, ch. 86-4; s. 76, ch. 86-163; s. 61, ch. 87-6; s. 1, ch. 87-99; s. 35, ch. 87-101; s. 1, ch. 87-175; s. 5, ch. 87-280; s. 4, ch. 88-226; s. 6, ch. 88-243; s. 2, ch. 89-217; ss 31, 66, ch. 89-356; s. 2, ch. 89-362; s. 1, ch. 90-107; s. 1, ch. 90-349; s. 81, ch. 91-45; s. 230, ch. 91-224; s. 3, ch. 92-175; s. 1, ch. 92-204; s. 32, ch. 92-320; s. 4, ch. 93-233; s. 1, ch. 94-275; s. 3, ch. 94-314; s. 37, ch. 94-338; s. 3, ch. 94-353; s. 1, ch. 95-133; s. 1434, ch. 95-147; s. 3, ch. 95-304; s. 1, ch. 95-360; s. 1, ch. 95-416; ss. 44, 46, ch. 96-397; s. 43, ch. 96-406; s. 15, ch. 97-99; s. 1, ch. 98-106; s. 58, ch. 99-2; s. 1, ch. 99-287; ss. 6, 11, 14, ch. 2000-312; s. 11, ch. 2000-351.

**Note.**—Section 11, ch. 2000-312, provides that “[t]he provisions of this act shall be reviewed by the Legislature prior to October 1, 2005, and shall be repealed on that date unless otherwise reenacted by the Legislature.” If the provisions of ch. 2000-312 are repealed, effective October 1, 2005, paragraph (6)(d), subsection (7), and paragraph (10)(c) will read:

In any case where a referendum levying and imposing the tax has been approved pursuant to this section and 15 percent of the electors in the county or 15 percent of the electors in the subcounty a special district in which the tax is levied file a petition with the board of county commissioners for a referendum to repeal the tax, the board of county commissioners shall cause an election to be held for the repeal of the tax which election shall be subject only to the outstanding bonds for which the tax has been pledged.

**(7) AUTOMATIC EXPIRATION ON RETIREMENT OF BONDS.** -- Anything in this section to the contrary notwithstanding, if the plan for tourist development approved by the governing board of the county, as amended from the time to time pursuant to paragraph (4)(d), includes the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium or a museum that is publicly owned and operated by a not-for-profit organization, the county ordinance levying and imposing the tax shall automatically expire upon the retirement of all bonds issued by the county for financing the same; however, nothing herein shall preclude that county from enacting an ordinance pursuant to the provisions of this section reimposing a tourist development tax, upon or following the expiration of the previous ordinance.

\* \* \* \* \*

(c) A county adopting an ordinance providing for the collection and administration of the tax on a local basis shall also adopt an ordinance electing either to assume all responsibility for auditing the records and accounts of dealers, and assessing, collecting, and enforcing payments of delinquent taxes, or to delegate such authority to the Department of Revenue. If the county elects to assume such responsibility, it shall be bound by all rules promulgated by the Department of Revenue pursuant to paragraph (3)(k), as well as those rules pertaining to the



sales and use tax on transient rentals imposed by s.212.03. The county may use any power granted in this section to the department to determine the amount of tax, penalties, and interest. If the county delegates such authority to the department, the department shall distribute any collections so received, less costs of administration, to the county. The amount deducted for costs of administration by the department shall be used only for those costs which are solely and directly attributable to auditing, assessing, collecting, processing, and enforcing payments of delinquent taxes authorized in this section. If a county elects to delegate such authority to the department, the department shall audit only those businesses in the county that it audits pursuant the chapter 212.

updated May 7, 2001

# **Monroe County Ordinances**

## **Relating to TDC**

**ORDINANCE NO. 020 - 1993**

AN ORDINANCE AMENDING THE TOURIST DEVELOPMENT PLAN, SECTION 2-300(B)(4), MONROE COUNTY CODE DELETING THE RESTRICTION ON 35% OF THE FIRST TWO CENTS THAT FUNDS BE DISTRIBUTED BY DISTRICT PERCENTAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES INCONSISTENT HERewith; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE; AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that:

Section 1. Section 2-300(B)(4) of the Monroe County Code is hereby amended to read as follows: (4) The remaining thirty-five (35) percent of the first two cents (\$0.02) net revenue constitute the events budget, including public relations fees and expenses and mail fulfillment consumer expenses.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. This ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of the State of Florida that this ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of August , A.D., 1994.

Mayor London	yes
Mayor Pro Tem Cheal	yes
Commissioner Freeman	yes
Commissioner Harvey	yes
Commissioner Reich	yes

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA  
by Jack London  
Mayor/Chairman

ADOPTED: 07/06/93

**ORDINANCE NO. 003-1993**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AMENDING MONROE COUNTY CODE SECTION 2-299(D) AND (E) AND SECTION 2-300 (B)(7), DELETING LANGUAGE WHICH APPEARS TO CONFER UPON TOURIST DEVELOPMENT COUNCIL AUTHORITY TO EMPLOY AND CONTRACT FOR ADMINISTRATIVE SERVICES, AND DELETING RESTRICTION UPON THIRD CENT EXPENDITURES ONLY UPON RECOMMENDATION OF DISTRICT ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES INCONSISTENT HERewith; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Monroe County Tourist Development Plan, codified in the Monroe County Code, is hereby amended as follows:

Section 1. Section 2-299(D) of the Monroe County Code is hereby amended as follows:

(D) There is hereby created an executive office for the tourist development council. The governing board of Monroe County shall employ by contract, or establish a County Department and employ, an executive director AND such other personnel as may be required to operate the executive office. Any contract for employment entered into by and between the executive director or other personnel authorized by this article shall provide that such director and personnel will be responsible and answerable directly to the tourist development council and indirectly to the Board of County Commissioners. If contracted, such persons shall serve at the pleasure of and be subject to removal by the governing board of the County. The tourist development council may make recommendations concerning the contracts. The executive director shall carry out the policies and programs established by the council and shall be in charge of the day-to-day operations of those policies and programs. The executive director and the staff of the executive office of the tourist development council shall be compensated and the costs and expense of the operation of the executive office shall be paid from the proceeds of the tourist development tax prior to any other use or distribution thereof. In the furtherance of the provision of this section, the amount to be expended shall not exceed seven (7) percent of the annual two-cent budget and three (3) percent of the annual third-cent budget.

Section 2. Section 2-299(E) of the Monroe County Code is hereby amended as follows:

(E) For the purpose of rendering the services through the executive office created by subsection (D), such executive director, as is provided for therein, shall be either an individual or a corporation, which shall furnish the services required by the tourist development council for the executive office thereof. Any such contract entered into for the executive director to operate such executive office shall be executed by the governing board of Monroe County, Florida. The tourist development council shall make recommendations concerning contracts and/or employment for the executive director and personnel but shall have not final authority to require implementation of its recommendation.

Section 3. Section 2-300(B)(7) of the Monroe County code is hereby amended as follows:

(7) Upon the recommendation of the advisory board for the district, the remaining balance of the third-cent net revenue shall be expended for the district from which it is generated for the purposes authorized in subsection (A)(2) of this section, but the Advisory board shall have no final authority to require implementation of this recommendation.

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 6. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 7. This ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of Florida that this Ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 9th day of February, A.D., 1993.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA  
By Jack London  
MAYOR/CHAIRMAN

ADOPTED: 2-9-93

FILED WITH SECRETARY OF STATE: \_\_\_\_\_

EFFECTIVE DATE: 2-25-93

## ORDINANCE NO. 015-1988

AN ORDINANCE OF MONROE COUNTY, FLORIDA, AMENDING ARTICLE VIII, MONROE COUNTY CODE, ENTITLED "TOURIST DEVELOPMENT TAX"; PROVIDING FOR THE LEVY OF A TOURIST DEVELOPMENT TAX; PROVIDING FOR THE COLLECTION OF SAID TAX; ESTABLISHING THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL; ESTABLISHING PENALTIES AND LIENS; PROVIDING FOR THE REPEAL OF THE TOURIST DEVELOPMENT TAX; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

...

WHEREAS, Pursuant to Section 125.0104, Florida Statutes, the Board of County Commissioners of Monroe County, Florida through numerous ordinances created Article VIII, Monroe County Code, levying a tourist development tax and providing for the management and expenditure of said tax revenues, and

WHEREAS, many of the one time mandates found in Article VIII have been met and numerous sections of Article VIII are outdated and no longer have any affect, and

WHEREAS, it is desirous to formulate a new tourist development ordinance.  
BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

Section 1. Article VIII, Sections 2-297 through Section 2-302 are hereby amended to read as follows:

### ARTICLE VIII. TOURIST DEVELOPMENT TAX

#### Section 2-297 Levy of tourist development tax.

(A) There shall be levied throughout the incorporated and unincorporated areas of Monroe County, Florida, a tourist development tax at a rate of three (3) percent of each whole and major fraction of each dollar of the total rental charged every person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment motel, rooming house, tourist or trailer camp or condominium for a term of six (6) months or less. When receipt of consideration is by way of property other than money, the tax shall be levied on the fair market value of such nonmonetary consideration.

(B) The tourist development tax shall be in addition to any other tax levied pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes, fees and the considerations for rental or lease.

(C) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant or customer at the time of payment of the consideration for such lease or rental.

Section 2-298. Collection.

(A) The person receiving the consideration for such rental or lease shall receive, account for and remit the tax to the State of Florida Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under Section 212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property respecting the remission and collection of tax, the making of returns, the keeping of books, records and accounts, and compliance with the rules of the Florida Department of Revenue in the administration of said chapter shall apply to and be binding upon all persons who are subject to the provision of this article; provided, however, the Department of Revenue may authorize a quarterly return and payment when the tax remitted by the person received the consideration for such rental or lease for the preceding quarter did not exceed twenty-five dollars (\$25.00).

(B) Pursuant to Section 125.0104, Florida Statutes, the department of revenue shall keep records showing the amount of taxes collected. These records shall be open to the public during the regular office hours of the department of revenue as provided in Section 213.072, Florida Statutes.

(C) Collections received by the department of revenue from the tax, less costs of administration of this article, shall be paid and returned, on a monthly basis, to the county clerk of the governing board of Monroe County, Florida, for use by the county in accordance with the provision of this article and shall be placed in the "Monroe County Tourist Development Trust Fund."

(D) The said department of revenue, under the applicable rules of the career service commission, is authorized to employ persons and incur other expenses as appropriated by the legislature of the State of Florida to administer this article.

(E) The department of revenue may promulgate such rules and may prescribe and publish such forms as may be necessary to effectuate the purposes of this article.

Section 2-299. Monroe County Tourist Development Council.

(A) Pursuant to Florida Statutes, Section 125.0104(4)(c), the governing board of Monroe County appointed an advisory council known as the Monroe County Tourist Development Council by Resolution No. 198-1981, on June 16, 1981.

(B)(1) The Monroe County Tourist Development Council, following the expiration of terms of its members heretofore established and appointed, shall be composed of nine (9) members. Eight members of the Board shall be appointed by the governing board of Monroe County based on a percentage of the funds collected throughout the five tax collection districts, as set forth in Ordinance No. 8-1985. Each tax collection district shall have no less than one representative, who is a resident of the district, on the council. The ninth member of the council shall be the chairman of the governing board as designated by the chairman. Two members of the council shall be elected municipal officials, one of whom shall be from the most populous municipality in the County. Three members of the council shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax, one of whom shall be engaged in the accommodations industry within the City of Key West. Three members of the council shall be persons who are involved in the tourist industry and who

have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County or subject to the tax. All members of the council shall be electors of the County. The governing board of the County shall allow the council to elect a chairman. The chairman shall be elected annually and may be re-elected.

(2) The members of the council shall serve for staggered terms of four (4) years. The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The changes in the composition of the membership of the tourist development council mandated by this article shall not cause the interruption of the current term of any person who is a member of the council on the effective date of this article.

(3) All district vacancies occurring on the tourist development council shall be filled by a district resident who is also qualified under the terms of Florida Statutes, Section 125.0104(4)(e). In addition to the vacancies described in section 2-299(B4), a seat shall also be considered vacant when a member moves out of the district which he or she represents.

(4) Any member of the tourist development council other than the chairman who absents himself from any three (3) consecutive regular meetings of said tourist development council, expressed by action of record in its official minutes, or who is absent from a total of four (4) regular meetings of said council in any fiscal year without having been excused from such attendance by consent of the council expressed by action of record in its official minutes, shall thereby automatically forfeit his position and office as a member of the tourist development council; and the name of such person shall be automatically removed from the membership of said council immediately after the adjournment of any such third consecutive meeting or any such fourth meeting in any fiscal year, as the case may be, at which such member has not appeared. The council shall thereupon promptly notify the member so removed, and the governing board of Monroe County shall thereupon appoint a new member to serve the remainder of the unexpired term of the member so removed.

(C) The council shall continuously review expenditures of revenues from the tourist development trust fund and shall submit, at least quarterly, expenditure reports to the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the Department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section.

(D) There is hereby created an executive office for the tourist development council. The governing board of the county shall employ by contract, or establish a county department and employ, an executive director and such other personnel as may be required to operate the executive office. Any contract for employment entered into by and between the executive director or other personnel authorized by this article shall provide that such director and personnel will be responsible and answerable directly to the tourist development council and indirectly to the board of county commissioners. If contracted, such persons shall serve at the pleasure of and be subject to removal by the governing board of the county. The tourist development council may make recommendations concerning the contracts. The executive director shall carry out the policies and programs established by the council and shall be in



charge of the day-to-day operations of those policies and programs. The executive director and the staff of the executive office shall be paid from the proceeds of the tourist development tax prior to any other use or distribution thereof. In the furtherance of the provision of this section, the amount to be expended shall not exceed seven (7) percent of the annual two cent budget and three (3) percent of the annual third-cent budget.

(E) For the purpose of rendering the services through the executive office created by subsection (D), such executive director, as is provided for therein, shall be either an individual or a corporation, which shall furnish the services required by the tourist development council for the executive office, thereof. Any such contract entered into for the executive director to operate such executive office shall be recommended by the tourist development council and approve by the governing board of Monroe County, Florida.

(F) Advisory Committees may be created by the various Chambers of Commerce throughout Monroe County to make recommendations to the Tourist Development Council concerning the expenditure of the tax funds herein collected in their respective voting district.

(G) The geographical boundaries of the tax collection districts referred to in subsection (B)(1) and else where throughout this Article shall be:

- 1) District I - shall encompass the city limits of Key West;
  - 2) District II - from the city limits of Key West to the west end of the Seven Mile Bridge;
  - 3) District III - from the West end of the Seven Mile Bridge to the Long Key Bridge;
  - 4) District IV - between the Long Key Bridge and mile marker 90.7 (BOCC: 11/22/2000)
  - 5) District V - from mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County (BOCC: 11/22/2000)
- Section 2-300. Tourist Development Plan.

(A) Authorized uses of revenue

(1) The first two cents (\$0.02) of the three-cent tax shall be spent:

- (a) To promote and advertise Monroe County tourism within domestic and international markets;
- (b) To promote county festivals, tournaments, races and other tourist related activities;
- (c) To promote tourist-oriented cultural events such as visual and performing arts, including but not limited to theater, concerts, recitals, opera, dance, and art exhibitions.

(2) The third cent of the three cent tax shall be expended as follows:

(a) To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, auditoriums, or museums within the boundaries of the county or subcounty special taxing district in which the tax is levied. However, these purposes may be implemented through service contracts and leases with persons who maintain and operate adequate existing facilities.

(b) To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county.

(c) To finance beach improvement, maintenance, renourishment, restoration, and erosion control.

(d) To finance fishing piers.

(e) To advertise and promote the district and/or the county within domestic and international markets.

(f) To promote county festivals, tournaments races and other tourist related activities.

(g) To promote county tourist-oriented cultural events such as visual and performing arts, including but not limited to theater, concerts, recitals, opera, dance, and art exhibition.

#### (B) *Percent Allocations*

(1) 5% (five percent) of the first two cents (\$0.02) gross revenue shall be held outside of the receipts division of the budget as per Florida Statue 129.01.

(2) Up to 7% (seven percent) of the first two cents (\$0.02) net revenue of the resort tax two- penny program prior to distribution is to be used for the Administrative Contract, Board Members Travel, Administrative Computer Programming, Dues and Subscriptions, Statistics, Administrative Advertising (meeting notices, budget amendments, etc.)

(3) 65% (sixty-five percent) of the first two cents (\$0.02) net revenue is for Advertising Nationally and Internationally, Trade Mail Fulfillment, and Trade Show Expenditures.

(4) The remaining 35% (thirty-five percent) of the first two cents (\$0.02) net revenue constitute the Events Budget, including Public Relations Fees and Expenses and Mail Fulfillment Consumer Expenses. These funds shall be distributed, by district percentages for the purpose of Event Activities and Cultural Events.

(5) 5% (five percent) of the third cent gross revenue shall be held outside of the receipts division of the budget as per Florida Statute 129.01.

(6) Up to 3% (three percent) of the third cent gross revenue shall be maintained for administration of third cent expenditures.

(7) Upon the recommendation of the Advisory Board for the District, the remaining balance of the third cent gross revenue shall be expended for the district from which it is generated for the purposes authorized in subsection (A)(2) of this section. (see Ordinance No. 003-1993, page 18)

(8) A separate account shall be established for the administration of the third cent gross revenue.

#### Section 2-301. Penalties and Liens.

(A) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or through his agents or employees, shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the second degree, punishable as provided in section 775.082, section 775.083 or section 775.084, Florida Statutes.

(B) No person shall advertise or hold out to the public in any manner, directly or indirectly, that he will absorb all or any part of the tax, or that he will relieve the person of paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration, or when added, that it or any part thereof will be refunded or refused, either directly, or indirectly, by any method whatsoever. Any person who willfully violates any provision of this subsection shall be guilty of a misdemeanor of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084, Florida Statutes.

Section 2-302. Repeal of the Tourist Development Tax.

(A) Upon petition of fifteen (15) percent of the electors in the unincorporated and incorporated areas of Monroe County, the Board of County Commissioners shall cause an election to be held for the repeal of the tourist development tax.

Section 2. Section 2-303 through 2-312, Monroe County Code, are hereby repealed, and Section 2-313 and all remaining sections are to be renumbered.

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

Section 5. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. This Ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of the State of Florida that this Ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of February, A.D., 1988.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By Eugene Lytton  
MAYOR/CHAIRMAN

ADOPTED: 2-16-88

FILED WITH SECRETARY OF STATE: 2-24-88

EFFECTIVE DATE: 2-26-88

## ORDINANCE NO. 017-1988

AN ORDINANCE OF MONROE COUNTY, FLORIDA, DECLARING THAT AN EMERGENCY EXISTS AND WAIVING NOTICE BY A FOUR-FIFTHS VOTE; AMENDING SECTION 1 OF ORDINANCE NO. 015-1988 BY AMENDING SECTION 2-300(B)(6) AND (7) THEREOF; AMENDING SECTION 2 OF SAID ORDINANCE; AND ADDING A NEW SECTION 3 TO SAID ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

...

WHEREAS, an emergency is hereby declared and notice waived by a four-fifth's vote, now, therefore,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

Section 1. That an emergency is hereby declared and notice waived by a four-fifth's vote.

Section 2. Section 1 of Ordinance No. 015-1988 is hereby amended by amending Section 2-300(b)(6) and (7) as follows:

(6) Up to 3% (three percent) of the third cent net revenue shall be maintained for administration of third cent expenditures.

(7) Upon the recommendation of the Advisory Board for the District, the remaining balance of the third cent net revenue shall be expended for the district from which it is generated for the purposes authorized in subsection (A)(2) of this section, and only upon recommendation of the Advisory Board of that District."

Section 3. Section 2 of Ordinance No. 015-1988 is hereby amended to read as follows:

Section 2. Sections 2-303 through 2-312, Monroe County Code, are hereby repealed. Section 2-313, Monroe County Code, is hereby amended to read as follows: This ordinance may not be substantially amended except by ordinance enacted by a four-fifth's majority vote of the Board of County Commissioners."

Section 3. Ordinance NO. 015-1988 is hereby amended by adding a new Section 3 to read as follows:

Section 4. The percent allocation provisions enumerated in Section 2-300(B) shall not take effect or be implemented until October 1, 1988."

Section 5. If any section , subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 6. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

Section 7. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 8. This Ordinance shall take effect when a certified copy has been accepted by the postal authorities of the Government of the United States for special delivery by registered mail to the Secretary of State of the State of Florida.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting of said Board held on the 23rd day of February, A.D., 1988.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By Eugene Lytton  
MAYOR/CHAIRMAN

ADOPTED: 2-23-88  
FILED WITH SECRETARY OF STATE: 2-29-88  
EFFECTIVE DATE: 2-29-88

## **OTHER MONROE COUNTY ORDINANCES & RESOLUTIONS RELATING TO TDC**

Complete Ordinances and Resolutions on file and available at Administrative Office.

### **ORDINANCE NO. 015-1988**

An Ordinance of Monroe County, Florida, amending Article VIII, Monroe County Code, entitled "Tourist Development Tax"; providing for the levy of a tourist development tax; providing for the collection of said tax; establishing the Monroe County Tourist Development Council; establishing penalties and liens; providing for the repeal of the tourist development tax; providing for Severability; providing for repeal of all ordinances or parts in conflict with this ordinance; and providing for an effective date.

### **ORDINANCE NO. 017-1988**

An Ordinance of Monroe County, Florida, declaring that an emergency exists and waiving notice by a four-fifths vote; amending Section 1 of Ordinance No 105-1988 by amending Section 2-300(B) (6) and (7) thereof; amending Section 2 of said ordinance; and adding a new Section 3 to said ordinance; providing for Severability; providing for repeal of all ordinances or parts in conflict with this ordinance; providing for inclusion in the Monroe County Code; and providing for an effective date.

The above listed ordinances replaced all of the following ordinances:

### **ORDINANCE NO. 9-1981**

An Ordinance of Monroe County, Florida, imposing and levying a tourist development tax in the City of Key West, Monroe County, Florida, pursuant to the Florida Local Option Tourist Development Act, Florida Statutes 125.0104; providing for the collection of said tax; providing that the revenue so raised shall be utilized to implement the Monroe County Tourist Development plan; providing for referendum election to impose and levy the tax; providing for referendum election to repeal the tax; providing for Severability of Ordinance provisions; providing an effective date. Adopted September 22, 1981, filed with Secretary of State October 9, 1981.

### **ORDINANCE NO. 009-1984**

An Ordinance amending Ordinance No. 9-1981 to provide that the tourist development tax imposed in the aforesaid ordinance by virtue of Florida Statute 125.0104 may be levied and collected in all of Monroe County; amending Subsection A and B of Section 4; providing for the distribution plan of tax funds collected; amending Section 6 entitled "referendum" to provide that the aforesaid section shall henceforth apply to all of Monroe County; providing for severability; and providing for an effective date.

## **ORDINANCE NO. 031-1984**

An Ordinance amending Ordinance No. 9-1981, as amended by Ordinance No. 009-1984, to provide for the removal of a member of the Tourist Development Council upon failure to attend meetings; creating an Executive Office for the Tourist Development Council; authorizing the Tourist Development Council to employ an Executive Director and necessary staff; ratifying Ordinance No. 009-1984 and Ordinance No. 9-1981; providing for severability; and providing an effective date. Adopted December 14, 1984, filed with Secretary of State December 28, 1984.

## **ORDINANCE NO. 008-1985**

An Ordinance amending Ordinance No. 031-1984, Section 2, to provide an additional paragraph thereto; providing that the Executive Director set forth therein may be either an individual or a corporation for the purposes of contracting for the services of said Executive Director; providing for severability; repealing all ordinances or parts of ordinances in conflict with this Ordinance to the extent of said conflict; providing for inclusion in the Monroe County code of Ordinances; and providing an effective date. Adopted April 12, 1985 and filed with Secretary of State April 22, 1985.

## **ORDINANCE NO. 036-1985**

An Ordinance of Monroe County, Florida, amending Ordinance No. 9-1981, as amended by Ordinance No. 009-1984 and Ordinance No. 008-1985, codified as Article VIII of Chapter 2 of the Monroe County Code of Ordinances, in order to provide for County-wide representation on the Monroe County Tourist Development Council; providing for length of term; providing for replacement appointments when a member moves from his or her district; providing for severability, providing for repeal of all Ordinances or parts of Ordinances in conflict with this Ordinance to the extent of any such conflict; providing for inclusion of this Ordinance in the Monroe County Code of Ordinances; and providing for an effective date.

## **RESOLUTION NO. 166-1985**

A Resolution relating to Monroe County, Florida, providing for reimbursement for travel of members of the Tourist Development Council as per Florida Statute Chapter 112, and as provided in Monroe County Ordinance No. 26-1977. Passed and adopted on May 24, 1985.

## **ORDINANCE NO. 032A-1986**

An Ordinance amending Article VII, Division 1, Section 2-297(A) and adding Subsection(D), Monroe County Code, to provide that the additional tourist development tax imposed by Florida Statutes. Section 125.0104(3) (d) (1986), shall be levied and collected within the City of Key West, Florida; providing for severability; providing for the repeal of all Ordinances or parts of Ordinances in conflict with this Ordinance; and providing for an effective date.

## **ORDINANCE NO. 016-1987**

An Ordinance declaring an emergency exists and waiving notice by a four-fifths vote; levying an additional one cent tourist development tax on the lease or rental of temporary accommodations rented or leased for a period of less than six months; providing that such tax shall be in addition to all other taxes and fees charged; providing for collection; providing for expenditure of the funds so raised for certain tourist development purposes; further providing for the distribution of funds so collected; providing for penalties; providing for severability; providing for the repeal of all Ordinances inconsistent herewith; providing for incorporation into the Monroe County Code; and providing an effective date.

## **RESOLUTION NO. 247-1988**

A Resolution relative to the Third Cent Tourist Tax to be expended only by the District in which it has been generated and only for the district in which it has been collected. That Ordinance No. 015-1988 is the lawful decision of the legislative and governing body of Monroe County, founded upon appropriate legislative findings and due consideration of the peculiar and prevailing local conditions and needs and based on Attorney General Opinion 87-16 of the State of Florida, is not subject to interpretation by the Tourist Development Council, nor the Executive director of the Tourist Development Council, as to intent, purpose, methods of use and authorized uses, except by the Board.

The following ordinances have amended Ordinance No. 15-1988, as indicated in the synopsis of each ordinance.

## **ORDINANCE NO. 026-1990**

An Ordinance amending Ordinance No. 15-1988, as amended, providing for local administration and collection of the Tourist Development Tax, providing for auditing, record keeping and cost of administration; providing for severability; providing for repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County Code; and providing an effective date.

## **ORDINANCE NO. 028-1990**

An Ordinance amending Section 2-300, of the Monroe County Code (Tourist Development Plan), in order to add to the Third Cent authorized expenditures for publicly owned and operated and not-for-profit owned and operated museums, zoological parks, fishing piers or nature centers; providing for severability; providing for repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County code; and providing an effective date.

## **RESOLUTION NO. 125-1987**

A Resolution exempting and waiving any prohibitions concerning conflict of interest for the present members of the Tourist Development Council.



## **RESOLUTION NO. 397-1990**

A Resolution of the Board of County Commissioners of Monroe County, Florida, directing that certain Tourist Development Council expenditures which have previously been authorized by the Board of County Commissioners as explicit contractual functions and/or by explicit budgetary line item authorizations in budgets attached to such contracts are to be immediately processed for payment.

## **RESOLUTION NO. 258 –1993**

A resolution providing procedure for the selection of Tourist Development Council Members.

WHEREAS, Florida Statute 125.0104(4)(e) provides that the Tourist Development Council shall be composed of nine (9) members who shall be appointed by the Board of County Commissioners, and

WHEREAS, Monroe County Code Section 2-299 provides that the Tourist Development Council members shall be appointed by the governing board of Monroe County, and

WHEREAS, Section 2-299 of the Monroe County Code further requires that in addition to the statutory requirements, the members of the Tourist Development Council represent each tax collection district of the five (5) tax collection districts in the County and further require that one (1) of the members of the Tourist Development Council be engaged in the accommodation industry within the City of Key West, and

WHEREAS, the above requirements are in addition to the statutory requirements contained in the Florida Statutes, and

WHEREAS, the Board has in the past acquiesced in the nominee selected by each of the Commissioners who reside in the particular tax districts, and

WHEREAS, this has in the past generated certain confusion as to who has the right to select, and

WHEREAS, it is clear from the language of both the ordinance above-referenced and the statute that the Monroe County Commission shall be the entity that has the power to appoint, and

WHEREAS, the Commission desires that a written policy be established with respect to the selection of Tourist Development Council members, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that three (3) of the officials are essentially selected by the statute in that one is the Chairman of the Board of County Commissioners and two (2) are representatives of municipalities located within the County, one (1) of which is the most populous municipality, these nominations shall be and remain the nominations of the Board of County Commissioners.

BE IT FURTHER RESOLVED that of the remaining six (6) nominations, one (1) nominee shall be selected by each of the several Commissioners and the Mayor shall have the right to select a second nominee in his capacity as Mayor. These six (6) nominations shall satisfy the statutory requirements with respect to occupation as well as the ordinance requirement with respect to geographic locale, and shall be the Board's appointees to the Tourist Development Council.

### **ORDINANCE NO. 045 - 1995**

An ordinance amending section 2-299(F); revising the manner of appointments to district advisory committees; providing for severability; providing for the repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County code of ordinances; and providing an effective date.

### **ORDINANCE NO. 050-1996**

An ordinance amending Section 2-299(B)(1), Monroe County Code in order to conform to recently amended statute; providing for severability; providing for the repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County Code of Ordinances; and providing an effective date.

### **ORDINANCE NO. 031 - 1998**

An ordinance amending sec. 2-300, Monroe County Code in order to allow catastrophic/emergency funds to be allocated in proportions different than normal allocations; providing for severability; providing for the repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County Code of ordinances; and providing an effective date.

### **ORDINANCE NO. 038 - 1999**

An ordinance amending Sec. 2-299 (F)(2), Advisory committees of the Tourist Development Council; providing for severability; providing for the repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County Code of Ordinances; and providing an effective date.

### **ORDINANCE NO. 052 – 2000**

An ordinance amending section 2-299 (G)(4) and (5), Monroe County code, revising the boundary between District IV and District V; providing for severability; providing for the repeal of all ordinances inconsistent herewith; providing for incorporation into the Monroe County Code of Ordinances; and providing an effective date. (BOCC: 11/22/2000)

## **MONROE COUNTY CODE**

*Monroe County Code*  
*>>>Continued*

## **MONROE COUNTY CODE**

### **ARTICLE VIII. TOURIST DEVELOPMENT TAX\***

#### **Sec. 2-297. Levy of tourist development tax.**

(A) There shall be levied throughout the incorporated and unincorporated areas of Monroe County, Florida, a tourist development tax at a rate of three (3) percent of each whole and major fraction of each dollar of the total rental charged every person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment motel, rooming house, tourist or trailer camp or condominium for a term of six (6) months or less. When receipt of consideration is by way of property other than money, the tax shall be levied on the fair market value of such non monetary consideration.

(B) The tourist development tax shall be in addition to any other tax levied pursuant to chapter 212, Florida Statutes, and in addition to all other taxes, fees and the considerations for rental or lease.

(C) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant or customer at the time of payment of the consideration for such lease or rental. (Ord. No. 15-1988, § 1)

#### **Sec. 2-298. Collection**

(A) Pursuant to the provisions of section 125.0104(10), Florida Statutes, Monroe County shall collect and administer the tourist development tax locally. Initial collection of the tax shall continue to be made in the same manner as the tax imposed under part I of chapter 212, Florida Statutes. The Monroe County Tax Collector shall be responsible for collection and administration of the tax. A person receiving the consideration for rental or lease payments shall receive, account for, and remit the tax thereon to the Monroe County Tax Collector at the time and in the manner provided for persons who collect and remit taxes under section 212.03, Florida Statutes. The same duties and privileges imposed by chapter 212, Florida Statutes, upon dealers in tangible property respecting the remission and collection of tax, the making of returns, the keeping of books, records and accounts, and payment of a dealer's credit, and compliance with the rules of the Monroe County Tax Collector in the administration of said chapter shall apply to and be binding upon all persons who are subject to the provisions of this article; provided, however, the Monroe County Tax Collector may authorize a quarterly return and payment when the tax remitted by the person receiving the consideration for such rental or lease for the preceding quarter did not exceed twenty-five dollars (\$25.00).

**\*Editor's Note:** Article VIII formerly consisted of div. 1, "City of Key West," §§ 2-297 - 2-304, and div. 2, "Unincorporated Areas of County," §§ 2-306 - 2-313, derived from Ord. Nos. 1-1980, 9-1981, 9-1984, 31-1984, 8-1985, 36-1985, 17-1986, 16-1987. Section 1 of Ord. No. 15-1988 amended §§ 2-297 - 2-302; and § 2 repealed §§ 2-303 - 2-312, renumbering § 2-313 as § 2-303. Subsequently, § 3 of Ord. No. 17-1988 amended § 2 of Ord. No. 15-1988 to repeal §§ 2-303 - 2-312 and amended § 2-313.

(B) Pursuant to section 125.0104, Florida Statutes, the Monroe County Tax Collector shall keep records showing the amount of taxes collected. These records shall be open to the public during the regular office hours of Monroe County Tax Collector as provided in section 213.072, Florida Statutes.

(C) Collections received by the Monroe County Tax Collector from the tax, less costs of administration of this article, shall be paid and returned, on a monthly basis, to the county clerk of the governing board of Monroe County, Florida, for use by the county in accordance with the provision of this article and shall be placed in the "Monroe County Tourist Development Trust Fund."

(D) The Monroe County Tax Collector is authorized to employ persons and incur other expenses to administer this article.

(E) The Monroe County Tax Collector may promulgate such rules and may prescribe and publish such forms as may be necessary to effectuate the purposes of this article.

(F) The Monroe County Clerk of the Court shall perform the enforcement and audit functions associated with the collection and remission of this tax, including, without limitation, the following:

(1) For the purposes of enforcing the collection of the tax levied by this article, the clerk is hereby specifically authorized and empowered to examine at all reasonable hours the books, records and other documents of all dealers, or other persons charged with the duty to report or pay a tax under this article in order to determine whether they are collecting the tax or otherwise complying with this article.

In the event such dealer refuses to permit such examination of its books, records or other documents by the clerk as aforesaid, it is guilty of a misdemeanor of the first degree, punishable as provided in section 775.082, section 775.083, or section 775.084, Florida Statutes. The clerk shall have the right to proceed in circuit court to seek a mandatory injunction or other appropriate remedy to enforce its right against the offender, as granted by this section, to require an examination of the books and records of such dealer.

(2) Each dealer, as defined in this article, shall secure, maintain and keep for a period of three (3) years a complete record of rooms or other lodging, leased or rented by said dealer, together with gross receipts from such sales, and other pertinent records and papers as may be required by the Monroe County Tax Collector for the reasonable administration of this article and all such records which are located or maintained in this state shall be open for inspection by the clerk at all reasonable hours at such dealer's place of business located in the county.

Any dealer who maintains such books and records at a point outside Monroe County must make such books and records available for inspection by the Clerk in Monroe County, Florida. Any dealer subject to the provisions of this article who violates these provisions is guilty of a misdemeanor of the first degree, punishable as provided in section 775.082, section 775.083, or section 775.084, Florida Statutes.

(3) (a) The clerk shall send written notification, at least sixty (60) days prior to the date an auditor is scheduled to begin an audit. The clerk is not required to give sixty (60) days prior notification of a forthcoming audit in any instance in which the taxpayer requests an emergency audit.

(b) Such written notification shall contain:

(i) The approximate date on which the auditor is scheduled to begin the audit.

(ii) A reminder that all records, receipts, invoices and related documentation of the taxpayer must be made available to the auditor.

(iii) Any other requests or suggestions the clerk may deem necessary.

(c) Only records, receipts, invoices and related documentation which are available to the auditor when such audit begins shall be deemed acceptable for the purposes of conducting such audit.

(4) All taxes collected under this article shall be remitted to the Monroe County Tax Collector. In addition to criminal sanctions, the clerk is empowered, and it shall be its duty, when any tax becomes delinquent or is otherwise in jeopardy under this article to issue a warrant for the full amount of the tax due, or estimated to be due, with the interest, penalties and cost of collection, directed to all and singular sheriffs of the state, and shall record the warrant in the public records of the county; and thereupon the amount of the warrant shall become a lien of any real property or personal property of the taxpayer in the same manner as a recorded judgment.

The clerk may issue a tax execution to enforce the collection of taxes imposed by this article and deliver it to the sheriff. The sheriff shall thereupon proceed in the same manner as prescribed by laws for executions and shall be entitled to the same fees for his services in executing the warrant to be collected.

The clerk may also have a writ of garnishment to subject any indebtedness due to the delinquent dealer by a third person in any goods, money, chattels or effects of the delinquent dealer in the hands, possession or control of the third person in the manner provided by law for payment of the tax due. Upon payment of the execution, warrant, judgment or garnishment, the clerk shall satisfy the lien of record within thirty (30) days.

(G) Tax revenues may be used only in accordance with the provisions of section 125.0104, Florida Statutes.

(H) An amount not to exceed three (3) percent of said tax collected herein shall be retained for the costs of administration. The amount deducted for costs of administration shall be used only for those costs which are solely and directly attributable to auditing, assessing and enforcing payment of delinquent taxes authorized by this section. The remainder of the tax collected shall be remitted to Monroe County on a monthly basis.

(I) The county assumes responsibility for auditing the records and accounts of dealers and assessing, collecting and enforcing payment of delinquent tourist development taxes.

The county adopts any and all powers and authority granted to the State of Florida in section 125.0104, Florida Statutes and chapter 212, Florida Statutes, and as further incorporated therein to determine the amount of the tax, penalties and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest by, but not limited to, distress warrants, writ of garnishments and criminal penalties as provided in chapter 212, Florida Statutes. (Ord. No. 15-1988, § 1; Ord. No. 26-1990, § 1)

## **Sec. 2-299. Monroe County Tourist Development Council**

(A) Pursuant to Florida Statutes, section 125.0104(4)(c), the governing board of Monroe County appointed an advisory council known as the Monroe County Tourist Development Council by Resolution no. 198-1981, on June 16, 1981.

(B) (1) The Monroe County Tourist Development Council, following the expiration of terms of its members heretofore established and appointed, shall be composed of nine (9) members. Eight (8) members of the board shall be appointed by the governing board of Monroe County based on a



percentage of the funds collected throughout the five (5) tax collection districts, as set forth in subsection (G) of this section. Each tax collection district shall have no less than one (1) representative, who is a resident of the district, on the council. The ninth member of the council shall be the chairman of the governing board of Monroe County or any other member of the governing board as designated by the chairman. Two (2) members of the council shall be elected municipal officials, at least one (1) of whom shall be from the most populous municipality in the county. Six (6) members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three (3) nor more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county or subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall allow the council to elect a chairman. The chairman shall be elected annually and may be reelected.

(2) The members of the council shall serve for staggered terms of four (4) years. The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The changes in the composition of the membership of the tourist development council mandated by this article shall not cause the interruption of the current term of any person who is a member of the council on the effective date of this article.

(3) All district vacancies occurring on the tourist development council shall be filled by a district resident who is also qualified under the terms of Florida Statutes, section 125.0104(4)(e). In Addition to the vacancies described in subsection (B)(4) of this section, a seat shall also be considered vacant when a member moves out of the district which he or she represents.

(4) Any member of the tourist development council other than the chairman who absents himself from any three (3) consecutive regular meetings of said tourist development council, unless excused from such attendance by consent of the council, expressed by action of record in its official minutes, or who is absent from a total of four (4) regular meetings of said council in any fiscal year without having been excused from such attendance by consent of the council expressed by action of record in its official minutes, shall thereby automatically forfeit his position and office as a member of the tourist development council; and the name of such person shall be automatically removed from the membership of said council immediately after the adjournment of any such third consecutive meeting or any such fourth meeting in any fiscal year, as the case may be, at which such member has not appeared. The council shall thereupon promptly

notify the member so removed, and the governing board of Monroe County shall thereupon appoint a new member to serve the remainder of the unexpired term of the member so removed.

(C)(1) The council shall continuously review expenditures of revenues from the tourist development trust fund and shall submit, at least quarterly, expenditure reports to the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the department of revenue. The governing board and the department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section.

(2) An annual report shall be prepared by the tourist development council and submitted to the board of county commissioners and general public and media within one hundred twenty (120) days from the close of the fiscal year. The report shall include the following:

- (a) Report of all revenue by category separation.
- (b) Report all expenditures by category separation.
- (c) Reservations and carry-overs by category required by law.
- (d) Reservations and carry-overs by category accumulated for specifically approved projects.
- (e) Comparison of current report year with immediate past fiscal year.
- (f) Listing of all events or projects funded by district.
- (g) Ratio of administrative expenses to overall expenditures.

(D) There is hereby created an executive office for the tourist development council. The governing board of the county shall employ by contract, or establish a county department and employ, and executive director and such other personnel as may be required to operate the executive office. Any contract for employment entered into by and between the executive director or other personnel authorized by the article shall provide that such director and personnel will be responsible and answerable directly to the tourist development council and indirectly to the board of county commissioners. If contracted, such persons shall serve at the pleasure of and be subject to removal by the governing board of the county. The tourist development council may make recommendations concerning the contracts. The executive director shall carry out the policies and programs established by the council and shall be in charge of the day-to-day operations of those policies and programs. The executive director and the staff of the executive office of the tourist development council shall be

compensated, and the costs and expense of the operation of the executive office shall be paid from the proceeds of the tourist development tax prior to any other use of distribution thereof. In the furtherance of the provision of this section, the amount to be expended shall not exceed seven (7) percent of the annual two-cent budget and three (3) percent of the annual third-cent budget.

(E) For the purposes of rendering the services through the executive office created by subsection (D), such executive director, as is provided for therein, shall be either an individual or a corporation, which shall furnish the services required by the tourist development council for the executive office thereof. Any such contract entered into for the executive director to operate such executive office shall be executed by the governing board of the county. The tourist development council shall make recommendations concerning contracts and/or employment for the executive director and personnel but shall have no final authority to require implementation of its recommendation.

(F) Advisory committees shall be created to make recommendations to the tourist development council.

(1) No more than one (1) district advisory committee shall be created for any district as defined in subsection (G).

(2) The advisory committees shall be comprised of six (6) or nine (9) members, whose qualifications shall be:

a. In the case of six (6) members, two (2) from the lodging industry, two (2) from tourist-related business, and two (2) who may or may not be involved in lodging or tourist-related businesses to represent the general public; or

b. In the case of nine (9) members, three (3) from the lodging industry, three (3) from tourist-related businesses, and three (3) from tourist-related businesses, and three (3) who may or may not be involved in lodging or tourist-related businesses to represent the general public.

(3) There shall be a three-person nominating committee for each district for the purposes of making recommendations for appointments to any seat on the advisory committee of the district. The term of office for each nominating committee member shall be three (3) years; however, of the members first appointed, one (1) shall serve for one (1) year, one (1) for two (2) years and one (1) for three (3) years.

The nominating committee for each district shall be comprised of:

- a. One (1) person appointed by the hotel/motel association in that district, or, in the absence of a hotel/motel association, a tourism association;
- b. One (1) person appointed by the chamber of commerce for the district.

(4) Appointments to the district advisory board shall be made through the following process:

- a. Any vacancy on a district advisory committee shall be advertised by the tourist development council administrative office in at least one (1) newspaper of general circulation in the district with a request for applications to fill the position, and a deadline for submission of applications.
- b. Application forms shall be made available by the administrative office of the tourist development council and district chambers of commerce.
- c. Applications shall be submitted to the administrative office which shall record the submission and forward the applications to the nominating committee for the which applications are received.
- d. Each district nominating committee shall nominate two (2) or more names in order of preference to the tourist development council for appointments to each vacant position from the applications received through this process, and submit to the administrative office the nominations and a list of all candidates considered.

(5) The tourist development council shall appoint the members of the district advisory committees for three-year terms from the recommendations submitted by the nominating committees or return the recommendations as rejected and request a new set of recommendations.

(6) The district advisory committees shall be bound by the same policies and procedures as apply to the tourist development council.

(7) District advisory committee members filling terms which expire subsequent to the effective date of this ordinance shall fulfill their terms. No member of a district advisory committee, prior to the effective date of this subparagraph, may be removed because he does not meet this subsection's requirement. All future appointments must be made to bring each committee into conformance with the composition requirements.

(G) The geographical boundaries of the tax collection districts referred to in subsection (B)(1) and elsewhere throughout this article shall be:

- (1) *District I*: Shall encompass the city limits of Key West;
- (2) *District II*: From the city limits of Key West to the west end of the seven Mile Bridge;
- (3) *District III*: From the west end of the Seven Mile Bridge to the Long Key Bridge;
- (4) *District IV*: Between the Long Key Bridge and mile marker 90.7; and,

- (5) *District V*: From mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County (BOCC 11.22.2000). (Ord.No.15-1988, § 1; (Ord. No. 3-1990, § 1)

**Editor's Note** - Section 1 of Ord. No. 3-1990 added provisions to subsection (C) of this section designated by the editor as paragraph (2), with the existing provisions being designated paragraph (1).

**Sec. 2-300. Tourist development plan.**

(A) *Authorized Uses of Revenue.*

- (1) The first two cents (\$0.02) of the three-cent tax shall be spent:

- (a) To promote and advertise Monroe County tourism within domestic and international markets.
- (b) To promote county festivals, tournaments, races and other tourist-related activities.
- (c) To promote county tourist-oriented cultural events such as visual and performing arts, including but not limited to theater, concerts, recitals, opera, dance, and art exhibitions.

- (2) The third cent of the three-cent tax shall be expended as follows:

- (2) The third cent of the three cent tax shall be expended as follows:

- (a) To acquire, construct, extend, enlarge, remodel, repair, improve, centers, sports stadiums, sports arenas, coliseums, auditoriums, within the boundaries of the county of subcounty special taxing district in which the tax is levied.
- (b) To acquire, construct, extend, enlarge, remodel, repair, improve, maintain or promote one (1) or more museums, zoological parks, fishing piers or nature centers which are publicly owned and operated by not-for-profit organizations and open to the public. However, these purposes may be implemented through service contracts and leases with persons who maintain and operate adequate existing facilities.
- (c) To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county.
- (d) To finance beach improvement, maintenance, renourishment, restoration, and erosion control.
- (e) To finance fishing piers.
- (f) To advertise and promote the district and/or the county within domestic and international markets.

- (g) To promote county festivals, tournaments, races and other tourist related activities.
- (h) To promote county tourist-oriented cultural events such as visual and performing arts, including but not limited to theater, concerts, recitals, opera, dance, and art exhibitions.

*(B) Present Allocations.*

- (1) Five (5) percent of the first two cents (\$0.02) gross revenue shall be held outside of the receipts division of the budget as per section 129.01, Florida Statutes.
- (2) Up to seven (7) percent of the first two cents (\$0.02) net revenue of the resort tax two-penny program prior to distribution is to be used for the administrative contract, board members travel, administrative computer programming, dues and subscriptions, statistics, administrative advertising, (meeting notices, budget amendments, etc.)
- (3) Sixty-five (65) percent of the first two cents (\$0.02) net revenue is for advertising nationally and internationally, trade mail fulfillment, and trade show expenditures.
- (4) The remaining thirty-five (35) percent of the first two cents (\$0.02) net revenue constitute the events budget, including public relations fees and expenses and mail fulfillment consumer expenses.
- (5) Five (5) percent of the third-cent gross revenue shall be held outside the receipts division of the budget as per section 129.01, Florida Statutes.
- (6) Up to three (3) percent of the third-cent net revenue shall be maintained for administration of third-cent expenditures.
- (7) Upon the recommendation of the advisory board for the district, the remaining balance of the third-cent net revenue shall be expended for the district from which it is generated for the purposes authorized in subsection (A)(2) of this section, but the advisory board shall have no final authority to require implementation of its recommendation.
- (8) A separate account shall be established for the administration of the third-cent gross revenues.

*(C) Advance Registration Costs:* Costs of advance registrations for trade shows for a fiscal year may be paid out of tourist development funds in the preceding fiscal year pursuant to resolution of the board of county commissioners.

(Ord. No. 15-1988, § 1; Ord. No. 17-1988, § 2, Ord. No. 5-1990, § 1; Ord. No. 17-1990; § 2; Ord. No. 28-1990, § 1, Ord. No. 19-1991, §1; Ord. no. 3-1993, §3; Ord. No. 20-1993, §1; Ord. No. 20-1994, §1)

**Editor's note** - Section 4 of Ord. No. 17-1988 added a new § 3 to Ord. No. 15-1988 to read as follows:

"Section 3. The percent allocation provisions enumerated in Section 2-300(B) shall not take effect or be implemented until October 1, 1988."

Subsequently, the provision of § 1 of Ord. No. 5-1990 were added as a new subsection (C). The ordinance did not give a fee for item (10). That fee was calculated from the discrepancy between the total costs given in Ord. No. 5-1990 and the sum of the other items. Still later, the provision of § 2 of Ord. No. 17-1990 increased the fee given in item (4) and added other items included by the editor as items (16) - (18).

Section 1 of Ord. No. 28-1990 amended subsection (A)(2)(a) and a new (b), thus implicitly redesignating (A)(2)(b)-(g) as (c)-(h).

**Editor's note** - Section 1 of Ord. No. 20-1993 amended subsection (C) by giving a general statement of costs rather than specific fees for a given fiscal year.

## **Sec. 2-301. Penalties and liens.**

(A) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or through his agents or employees, shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the second degree, punishable as provided in section 775.082, section 775.083 or section 775.084, Florida Statutes.

(B) No person shall advertise or hold out to the public in any manner, directly or indirectly, that he will absorb all or any part of the tax, or that he will relieve the person of paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration, or when added, that it or any part thereof will be refunded or refused, either directly, or indirectly, by any method whatsoever. Any person who willfully violates any provision of this subsection shall be guilty of a misdemeanor of the second degree, punishable as provided section 775.082, section 775.083, or section 775.084, Florida Statutes. (Ord. no. 15-1988, § 1)

## **Sec. 2-302. Repeal of the tourist development tax.**

Upon petition of fifteen (15) percent of the electors in the unincorporated and incorporated areas of Monroe County, the board of county commissioners shall cause an election to be held for the repeal of the tourist development tax. (Ord. No. 15-1988, § 1)

**Secs. 2-303 - 2-312. Reserved.**

**Sec. 2-313. Modification of tourist development plan.**

This article may not be substantially amended except by ordinance enacted by a four-fifths majority vote of the board of county commissioners. (Ord. No. 15-1988, § 2; Ord. No. 17-1988, § 3).

**Sec. 2-314. Reserved.**  
**(Revised 6/24/98-no changes)**

**Sec. 2-299 (F)(2); Sec. 2-299 (F)(3); Sec. 2-299 (F)(4) and Sec. 2-299 (F) 5: Amended to read.**

(F)(2) The advisory committees shall be comprised of nine (9) members, whose qualifications shall be three (3) from the lodging industry, three (3) from tourist-related businesses, and three (3) who represent the general public.

(F)(3) There shall be a three-person nominating committee for each district for the purposes of making recommendations for appointments to the lodging and tourist-related seats on the advisory committee of the district. The term of office for each nominating committee member shall be three (3) years.

The nominating committee for each district shall be comprised of:

- a. One (1) person appointed by the hotel/motel association in that district, or, in the absence of a hotel/motel association, a tourism association;
- b. One (1) person appointed by the tourist development council, and
- c. One (1) person appointed by the chamber of commerce for the district.

(F)(4)(d) Each district nominating committee shall nominate two (2) or more names in order of preference to the tourist development council for appointments to each vacant lodging or tourist-related position from the applications received through this process, and submit to the administrative office the nominations and a list of all candidates considered.

e. All applications received for positions representing the general public shall be forwarded to the county commission.

(F)(5) a. The tourist development council shall appoint the district advisory members representing lodging and tourist-related businesses for three-year terms from the recommendations submitted by the nominating committee or return the recommendations as rejected and request a new set of recommendations.

b. The County Commission shall appoint the members representing the general public for three year terms.



The Monroe County Tourist Development Council has compiled the information contained in this manual as a means of explanation of the policies, procedures and functions of the Tourist Development Council.

If after reading this information you have further questions or would like clarification of any section please do not hesitate to contact the TDC's Administrative Office at 296-1552, located at 1201 White Street, Suite 102, Key West, Florida 33040